

APPLICATION FOR APPROVAL OF
OLMSTED PLAZA ASSOCIATES AND
SUBPARCEL 1A ASSOCIATES LIMITED
PARTNERSHIP TO UNDERTAKE A PROJECT
IN BOSTON, MASSACHUSETTS UNDER
MASS. G.L. C. 121A, AS AMENDED AND
ST. 1960, C.652

October 18, 1991

Doc # 5440A

Volume I of III

FACT SHEET
CHAPTER 121A APPLICATION

OLMSTED PLAZA ASSOCIATES AND
SUBPARCEL 1A ASSOCIATES LIMITED PARTNERSHIP

Board Action: The Applicant, Olmsted Plaza Associates, requests that the Boston Redevelopment Authority (the "Authority") approve Olmsted Plaza Associates ("OPA") and Subparcel 1A Associates Limited Partnership (the "1A Partnership"), a Massachusetts limited partnership (collectively, the "Project Developers"), to undertake a Project consisting of the rehabilitation of the Sears Building and related improvements on the Olmsted Plaza Site and the Van Ness Site (the "Project"). Both Sites are described below (the "Project Area") in Section 2(a) of the Application. Plans of the Olmsted Plaza Site and the Van Ness Site and a map indicating the Phases of the Project are attached to this Fact Sheet.

Applicant: The Applicant is a Massachusetts general partnership, organized on June 26, 1989, for the purpose of undertaking a portion of the Project, referred to below as Phase 1B and Phase 2, and for the purpose of creating the 1A Partnership, which will undertake a portion of the Project, referred to below as Phase 1A. A list of the general partners of the Olmsted Plaza Associates and of the affiliates of OPA which will be formed to acquire the general partnership interests in the 1A Partnership is provided in Section 1(d) of the Application.

Statement of Proposal: The Project will rehabilitate the Sears Building on the Olmsted Plaza Site to create an important new biotechnological and medical research and development facility with related commercial and office uses in the Fenway neighborhood. The Olmsted Plaza and the Van Ness Sites are currently owned by Sears, Roebuck & Company. The Project will be undertaken in phases. Phase 1A, to be undertaken by the 1A Partnership, consists of the acquisition, development, and operation of Unit 1A of the Olmsted Plaza Condominium (consisting of approximately 300,000 square feet of floor area in

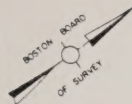
the Sears Building) and surface parking lots on the Olmsted Plaza Site and the Van Ness Site. Phase 1B, to be undertaken by OPA, consists of the acquisition of Unit 1B of the Olmsted Plaza Condominium, Parcel B and C of the Olmsted Plaza Site, and the Van Ness Site (as shown on the attached plan), the development and operation of Unit 1B of the Olmsted Plaza Condominium, the construction of parking garages on the Olmsted Plaza Site and the Van Ness Site, and the reconfiguration of surface parking lots on the Olmsted Plaza Site. Phase 2, to be undertaken by OPA, involves the development of a building on Parcel B and a building on Parcel C, both on the Olmsted Plaza Site. The Project will be undertaken in accordance with the Development Plan and the Development Impact Project Plan for Planned Development Area Number 36, as amended.

Financing:

The total capital required to complete Phase 1A of the Project is estimated to be \$120,000,000. The financing structure for Phase 1A consists of the proceeds of a taxable revenue bond to be issued by the Boston Industrial Development Finance Authority ("BIDFA") and cash contributions to equity raised through the sale of limited partnership interests in the 1A Partnership and/or through contributions from the general partners of the 1A Partnership. The financing structure and equity contributions for Phase 1B and Phase 2 depend on future financing and market conditions, but the Project Developers expect that the total development costs of Phase 1B and Phase 2 shall be made through mortgage financing and equity capital contributions. A financing plan for Phase 1B and Phase 2 will be submitted to the Authority prior to undertaking development of Phase 1B and Phase 2. A memorandum from the Deputy Director for Economic Development, City of Boston, to BIDFA and letters from Advest, Inc., the underwriter of the BIDFA bond, are attached as Appendix M.

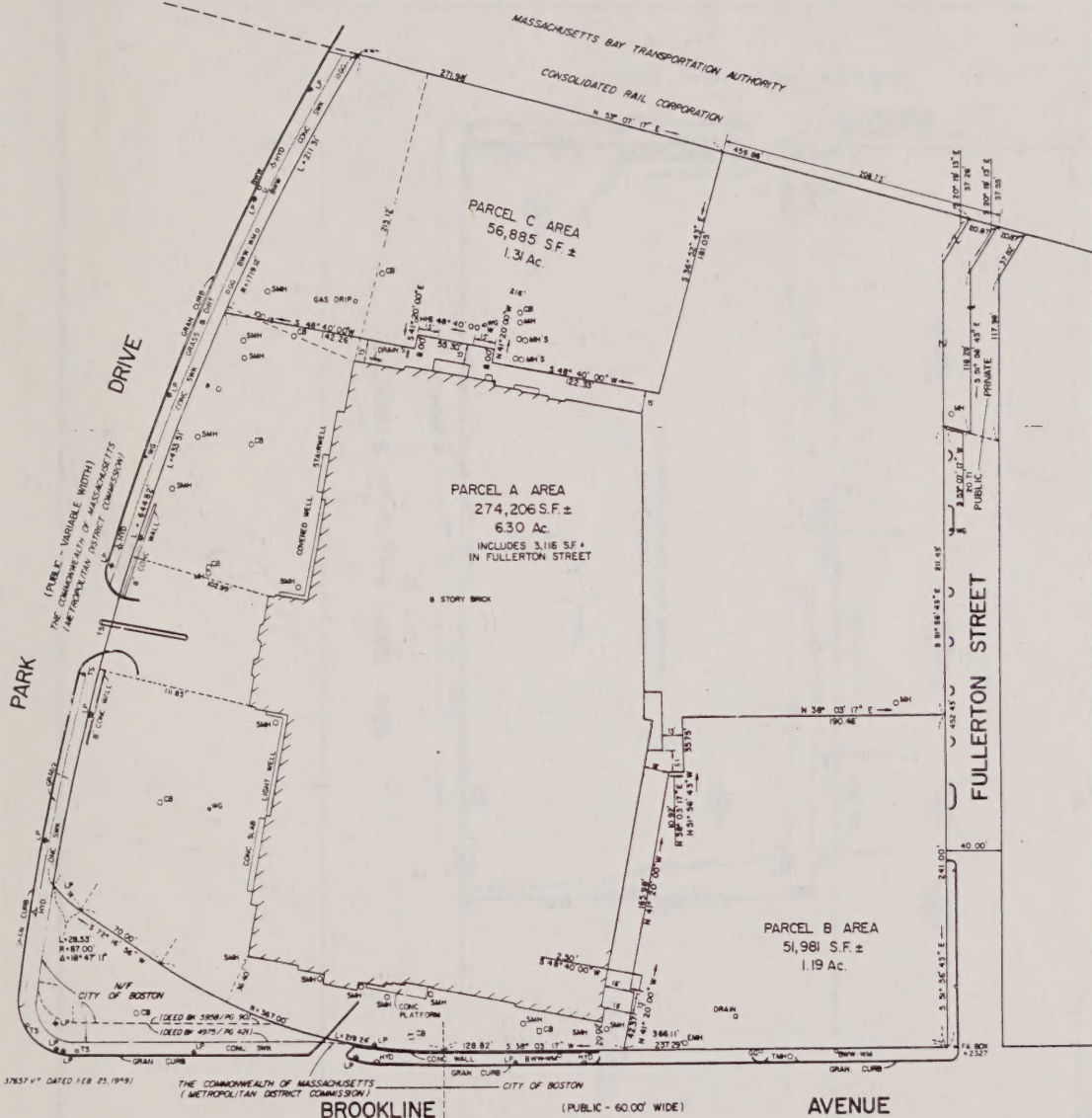
Construction:

The Project Area will be acquired by the Project Developers by the end of 1991 or early 1992. The development of Phase 1A will commence shortly thereafter. Commencement of the development of Phase 1B and Phase 2 will depend on marketing and financing considerations. A tentative development schedule is attached as Appendix S.



LEGEND

- MH MANHOLE
- SMH SEWER MANHOLE
- EMH ELECTRIC MANHOLE
- TMH TELEPHONE MANHOLE
- CB CATCH BASIN
- BWB BOSTON WATER WORKS
- BWV-WM BOSTON WATER WORKS - WATER METER
- WG WATER GATE
- SG SAIL GATE
- HYD HYDRAUNT
- LP LIGHT POLE
- TS TRAFFIC SIGNAL
- FA FIRE ALARM
- HM MANHOLE



10/7/91	6	PROPOSED OFFICE BLDGS & PARKING GARAGE REMOVED	RDR
8/27/91	5	PARCEL A REVISED	RDR
11/27/89	4	PROPOSED BUILDINGS FOOT-PRINT ADDED	RDR
10/13/89	3	PARCELS "A", "B" AND "C" DELINEATED	RDR
10/12/89	2	PROPOSED OFFICE BUILDINGS AND PARKING GARAGE ADDED	RDR
DATE	ISSUE	REVISION	DESCRIPTION

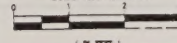
I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

Richard A. Rashed 10/7/91
PROFESSIONAL LAND SURVEYOR DATE
CE CULLINAN ENGINEERING CO., INC.
AUBURN - BOSTON, MASSACHUSETTS
CITY EXCLUDED - LAND SURVEYORS

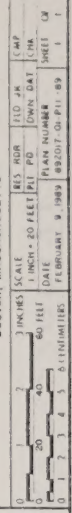
PLAN OF PROPERTY

OWNED BY
SEARS, ROEBUCK AND CO.
BROOKLINE AVENUE & PARK DRIVE
BOSTON, MASSACHUSETTS

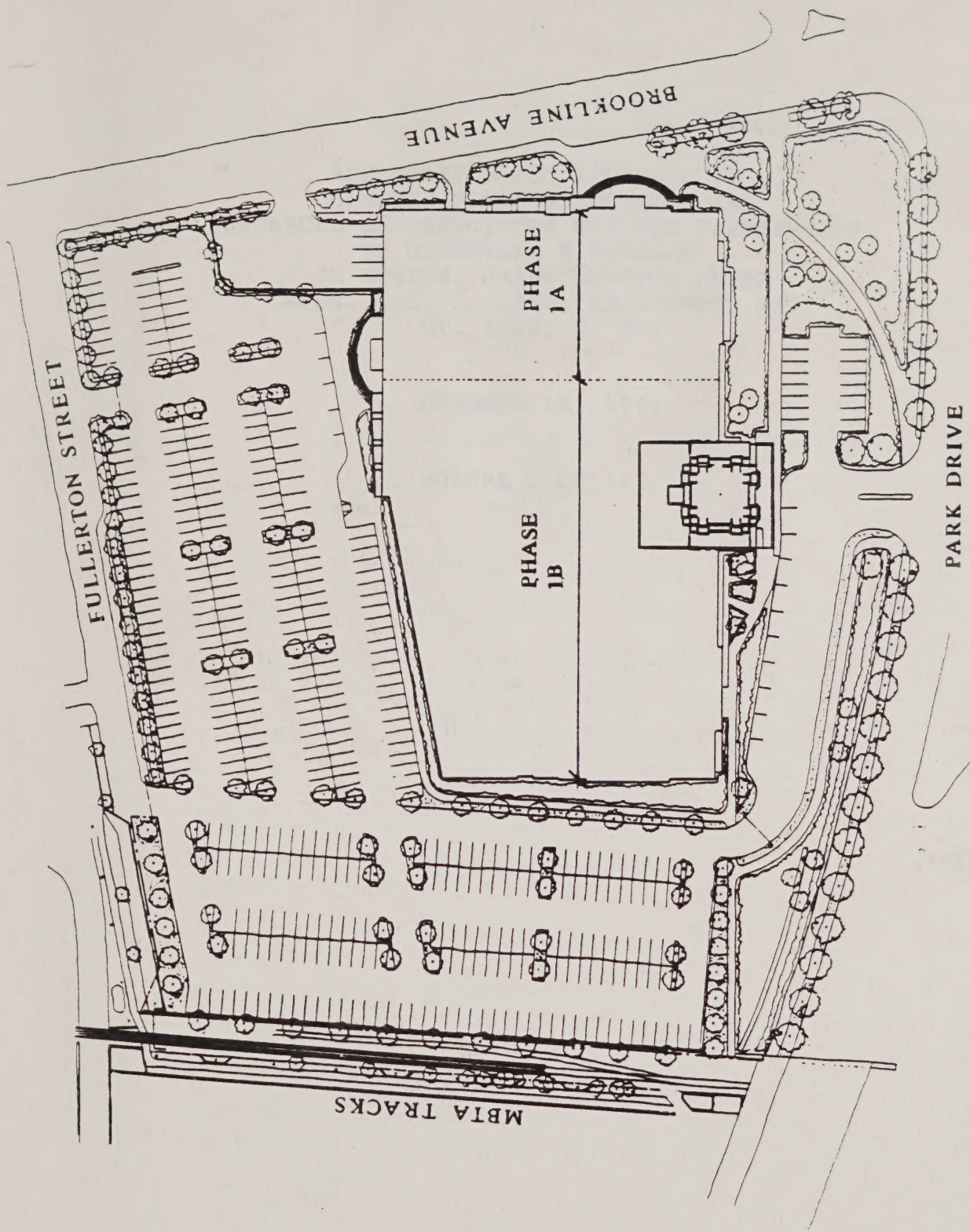
GRAPHIC SCALE



SCALE	RES. OF	FLD. JAK	CMP. RDR
1" = 32'	PLT. KT	OWN. JPC	CHK. RDR
DATE:	PLAN NUMBER	SHEET OF	
FEB. 13, 1989	892017-DK-P12A-89	1	3



DATE	ISSUE	REVISION	DESCRIPTION	APP
DEC 26 1989	3	CONDITIONS	VERIFIED	REB
MARCH 16 1989	2	CITY OF BOSTON	SETBACK RECORDING DATA ADDED	REB



OLMSTED PLAZA • PHASE 1A • OLMSTED PLAZA ASSOCIATES

NOTTER FINEGOLD + ALEXANDER

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ST. 1960, C. 652

OCTOBER 18, 1991

VOLUME I OF III

APPLICATION FOR APPROVAL OF OLMSTED PLAZA ASSOCIATES
AND SUBPARCEL 1A ASSOCIATES LIMITED PARTNERSHIP TO UNDERTAKE
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MASS. G.L. C. 121A, AS AMENDED AND ST. 1960, C. 652

October 18, 1991

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October 18, 1991

The undersigned, Olmsted Plaza Associates, a Massachusetts general partnership (the "Applicant" or "OPA") hereby applies to the Boston Redevelopment Authority (the "Authority") pursuant to Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960 (collectively, "Chapter 121A") and the Rules and Regulations Governing Chapter 121A Projects in the City of Boston, as adopted by the Authority on June 22, 1978 and as amended (the "Regulations"), for the approval by the Authority of the Applicant and Subparcel 1A Associates Limited Partnership, a Massachusetts limited partnership, to undertake and carry out the Project (as hereinafter defined).

1. Applicant and Proposed Chapter 121A Entity Information

(a) The name and address of the Applicant is:

<u>Name</u>	<u>Address</u>
Olmsted Plaza Associates	c/o JMB/Urban Development Co. Four Copley Place Suite 600 Boston, MA 02116

The Applicant is a Massachusetts general partnership, which upon approval by the Authority of the Project and in accordance with the approval by the Authority of this Application, will undertake the development of portions of the Project referred to below as Phase 1B and Phase 2. Subparcel 1A Associates Limited Partnership (the "1A Partnership") has been formed by OPA as a Massachusetts limited partnership for the purpose of undertaking the development of the remaining portion of the Project, referred to below as Phase 1A. Affiliates of OPA will be formed to acquire the general partnership interests in the 1A Partnership. (Collectively, OPA and the 1A Partnership are referred to herein as the "Project Developers".)

The bank reference for the Applicant is First National Bank of Chicago, Chicago, Illinois.

All notices and requests to the Applicant should be sent to Rudy K. Umscheid, Olmsted Plaza Associates, Four Copley Place, Boston, Massachusetts, 02116, with copies to its attorneys identified below.

(b) The names, addresses and telephone numbers of the attorneys representing the Applicant are:

Melvin R. Shuman, Esq.
Hale and Dorr
60 State Street
Boston, Massachusetts 02109
(617) 742-9100

James Greene, Esq.
Rubin & Rudman
50 Rowes Wharf
Boston, Massachusetts 02110
(617) 330-7000

(c) The names, business addresses and telephone numbers of Project consultants working with the Applicant are:

<u>Name</u>	<u>Business Address and Telephone Number</u>	<u>Specialty</u>
Notter Finegold + Alexander Inc.	77 North Washington Street Boston, MA 02114	Architects
Weidlinger Associates	44 Brattle Street Cambridge, MA 02138	Structural Engineer
JMB Properties Urban Company	Four Copley Place, Suite 600 Boston, MA 02116	Building Management
Trinity Financial	294 Washington Street Suite 830 Boston, MA 02108	Development
Jenkins & Huntington, Inc.	30 Tower Lane Avon, CT 06001	Elevator Consultants
HMM Associates, Inc.	336 Baker Avenue Concord, MA 01742	Environmental Consultants
Goldberg-Zoino & Associates, Inc.	320 Needham Street Newton, MA 02164	Geotechnical Consultants
Cambridge Laboratory Consultants	53 Beaver Road Weston, MA 02193	Laboratory Consultants

The Halvorson Co., Inc.	161 Massachusetts Avenue Boston, MA 02115	Landscape Consultants
R.G. Vanderweil, Inc.	266 Summer Street Boston, MA 02210	Mechanical and Electrical Engineers
George B.H. Macomber Co.	530 Atlantic Avenue Boston, MA 02210	Construction Consultants Contractor
Stockard & Engler, Inc.	10 Concord Avenue Cambridge, MA 02138	Housing Consultants
Mount Auburn Associates	249 Elm Street Somerville, MA 02144	Employment Consultants
Leslie Larson	Six Joy Street Boston, MA 02108	Historical Consultant
Richland Design Associates	357 Harvard Street Cambridge, MA 02138	Graphic Design
Cullinan Engineering	145 South Street, Suite 400 Boston, MA 02111	Civil Engineers
Santoro Associates	Six Admiral's Way Chelsea, MA 02150	MEP Peer Review
Coldwell Banker	75 State Street, Suite 1250 Boston, MA 02109	Broker

(d) The existing entity for which the approval of the Authority is sought to undertake the portions of the Project defined below as Phase 1B and Phase 2 is Olmsted Plaza Associates, a Massachusetts general partnership. The general partners of OPA are:

- (i) JMB/Olmsted Limited Partnership, an Illinois (limited) partnership, consisting of:
 - (A) JMB Olmsted, Inc., an Illinois corporation, as general partner; and
 - (B) JMB/Urban Development Partners, an Illinois general partnership, as limited partner; and

(ii) Macomber-Olmsted Plaza Associates Limited Partnership, a Massachusetts limited partnership, consisting of:

(A) MOPA, Inc., a Massachusetts corporation, as general partner; and

(B) Macomber Properties Limited, L.P., a Massachusetts limited partnership, as limited partner.

A copy of the Olmsted Plaza Associates Partnership Agreement is attached hereto as Appendix A. Approval of OPA to undertake Phase 1B and Phase 2 of the Project (as defined below) is sought under Section 18C of Chapter 121A and Section 13 of Chapter 652 of the Acts of 1960 ("Chapter 652"). Upon approval, OPA shall have the benefits and burdens of a Chapter 121A entity as provided in said Section 18C. Approval is sought for OPA to undertake acquisition, development, operation and maintenance of Unit 1B of the Olmsted Plaza Condominium, Parcel B and Parcel C of the Olmsted Plaza Site and the Van Ness Site (each more particularly described below), including the rehabilitation of the portion of the Sears Building (as defined below) included in Unit 1B, the construction of a parking garage on the Olmsted Plaza Site and a parking garage on the Van Ness Site, and the reconfiguration of surface parking lots constructed as part of Phase 1A on Parcels B and C (collectively, "Phase 1B"). As the Olmsted Plaza Condominium is to be created prior to the effective date of the approval of this Application, approval of this Application is not sought under Section 18D of Chapter 121A. In addition, approval is also sought for OPA to undertake development, operation and maintenance of a new building on Parcel B and a new building on Parcel C, which would replace the surface parking lots thereon ("Phase 2"). OPA may develop Phase 1B and/or Phase 2 in subphases ("Subphases").

In connection with the development of Phase 1B, Phase 2 or any Subphase, OPA may seek the Authority's approval to transfer Unit 1B, or any severable portion of Unit 1B (a "Subunit"), the Van Ness Site, Parcel B or Parcel C to an Affiliated Entity (as defined below) for the purpose of undertaking Phase 1B, Phase 2 or any Subphase. OPA requests the Authority's agreement hereunder that, upon application by OPA or its designee pursuant to the provisions of Section 11 or Section 18C of Chapter 121A and Section 13 of Chapter 652 for approval of any such transfer for the purpose of undertaking Phase 1B, Phase 2 or any Subphase, the Director of the Authority (the "Director") will within thirty (30) days thereafter submit the application to the Authority for its consideration with a favorable recommendation if the following conditions are satisfied: (x) the proposed transferee is an entity affiliated with OPA and controlled by the general partners of OPA or affiliates thereof owned by, controlled by, or under common control with JMB Realty Corporation and/or Macomber

Properties Limited, L.P. (an "Affiliated Entity"); (y) the portion of the Project to be undertaken by such transferee is consistent with the Project approved hereunder, including the provisions of the Development Plan (as defined below); and (z) the application includes information demonstrating to the reasonable satisfaction of the Director that the portion of the Project to be undertaken by such transferee is economically feasible because of financing or equity commitments or other resources to be committed thereto. Upon approval by the Authority, any such entity shall be subject to the burdens and receive the benefits of Chapter 121A, Chapter 652 and any approval granted pursuant to this Application.

OPA also requests the Authority's agreement hereunder that upon application by OPA or its designee for a change in the Project to remove the development of Phase 1B, Phase 2 and/or a Subphase from the Project and to remove a corresponding portion of the Project Area (that is, either Unit 1B, a Subunit, the Van Ness Site, Parcel A and/or Parcel B) from the Project Area for the purpose of undertaking Phase 1B, Phase 2 and/or such Subphase outside of the purview of Chapter 121A and Chapter 652, the Director of the Authority will, within thirty (30) days thereafter, submit the application to the Authority for its consideration with a favorable recommendation. Upon such approval by the Authority, the Project and the Project Area shall be revised accordingly, and the owner of the portion of the Project Area so removed from the Project Area shall not with respect thereto be subject to the burdens and receive the benefits of Chapter 121A, Chapter 652 or any approval granted pursuant to this Application.

The entity for which the approval of the Authority is sought to undertake the portion of the project defined below as Phase 1A of the Project is Subparcel 1A Associates Limited Partnership, a Massachusetts limited partnership. The general partner of the 1A Partnership, a Massachusetts limited partnership, is to be Olmsted Plaza 1A Associates, a Massachusetts general partnership. The general partners of Olmsted Plaza 1A Associates are to be:

- (i) JMB/Olmsted 1A Limited Partnership, an Illinois (limited) partnership, consisting of:
 - (A) JMB/Olmsted 1A, Inc., an Illinois corporation as general partner; and
 - (B) JMB/Urban Development Partners, an Illinois general partnership, as limited partner; and

(ii) Macomber-Olmsted Plaza 1A Limited Partnership, a Massachusetts limited partnership, consisting of:

(A) MOPA 1A, Inc., a Massachusetts corporation, as general partner; and

(B) Macomber Properties Limited, L.P., a Massachusetts limited partnership, as limited partner.

The limited partner or partners of the 1A Partnership will be investors, as more particularly described in Section 4 hereof.

A draft of the proposed Agreement of Limited Partnership of the 1A Partnership and draft Certificate of Limited Partnership of the 1A Partnership are attached hereto as Appendix B-1 and B-2, respectively, which Agreement of Limited Partnership and Certificate of Limited Partnership are subject to negotiation and change when the institutional investor or investors for Phase 1A are identified, provided that the general partner shall remain as set forth above. Approval of the 1A Partnership to undertake Phase 1A of the Project (as defined below) is sought under Section 18C of Chapter 121A and Section 13 of Chapter 652. Upon approval, the 1A Partnership shall have the benefits and burdens of a Chapter 121A entity as provided in said Section 18C. Approval is sought for the 1A Partnership to undertake acquisition, development, operation and maintenance of Unit 1A of the Condominium (as defined below), including the rehabilitation of the portion of the Sears Building included in Unit 1A, and rights appurtenant thereto, and to undertake development, operation and maintenance of the surface parking lots to be located on the Olmsted Plaza Site and the Van Ness Site.

(e) Neither the Applicant nor any principal of the Applicant (as defined in the Regulations) owns any real estate in Boston on which real estate tax payments are in arrears.

(f) The Applicant is unaware of any legal judgment or pending action which concerns the Project or which might reasonably impair the ability of the Project to be implemented as set forth in this Application.

(g) Neither the Applicant nor any principal of the Applicant (as defined in the Regulations) has previously entered into any agreements with the Authority under Chapter 121A.

2. Project Area

(a) Description of the Project Area.

The Project Area consists of the Olmsted Plaza Site and the Van Ness Site, as defined below.

The Olmsted Plaza Site consists of the land, together with all of the improvements thereon, described as follows:

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck and Co. Brookline Avenue & Park Drive Boston Massachusetts" prepared by Cullinan Engineers Co., Inc. Civil Engineers - Land Surveyors dated February 13, 1989, revised to August 27, 1991, to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

SOUTHEASTERLY by Brookline Avenue, 366.11 feet;

SOUTHEASTERLY
SOUTHERLY and
SOUTHWESTERLY by the intersection of Brookline Avenue and Park Drive, 219.24 feet, 70.00 feet and 28.53 feet;

SOUTHWESTERLY by Park Drive, 433.51 feet and 211.31 feet;

NORTHWESTERLY by land now or formerly of Consolidated Rail Corporation, 459.86 feet and 20.87 feet; and

EASTERLY
NORTHEASTERLY
SOUTHEASTERLY
and
NORTHEASTERLY by three lines in Fullerton Street and by Fullerton Street, measuring respectively 37.55 feet, 118.29 feet, 20.71 feet and 452.43 feet.

Said premises contain 383,072 square feet more or less or 8.80 acres according to said plan.

The Olmsted Plaza Site is further delineated as Parcel A, Parcel B and Parcel C, all as shown on the plan entitled "Plan of Property Owned by Sears, Roebuck and Co., Brookline Avenue and Park Drive, Boston, Massachusetts, dated August 27, 1991 by Cullinan Engineering Co., Inc. (in three sheets attached hereto as Appendix C) (the "Olmsted Plaza Plan").

The Van Ness Site consists of the Land, together with all of the improvements thereon, described as follows:

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck And Co. Van Ness Street & Yawkey Way Boston Massachusetts" prepared by Cullinan Engineers Co.,

Inc. Civil Engineers - Land Surveyors dated February 9, 1989, revised March 16, 1989 and December 26, 1989 (the "Van Ness Plan"), which is attached hereto as Appendix D and is to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

EASTERLY by Yawkey Way, 128.00 feet;

SOUTHERLY by the center line of a passageway 272.33 feet;

WESTERLY by land now or formerly of Harvard Community Health Plan, Inc., 128.00 feet; and

NORTHERLY by Van Ness Street, 272.33 feet.

Said premises contain 34,858 square feet more or less according to said plan.

All references herein to a "Parcel" or "Parcels" refer to Parcels shown on the Olmsted Plaza Plan and/or to the Van Ness Site shown on the Van Ness Plan.

The following illustrate the definition of the terms "Project Area" and "Olmsted Plaza Site":

Project Area = Olmsted Plaza Site and Van Ness Site

Olmsted Plaza Site = Parcel A, Parcel B and Parcel C
shown on the Olmsted Plaza Plan

The Project Area is further delineated as follows:

(i) Unit 1A is that portion of the existing 8-story building which is to be Unit 1A of the Olmsted Plaza Condominium (the "Condominium") to be created pursuant to M.G.L. c. 183A ("Chapter 183A") by the recording of the Master Deed and the By-Laws of the Olmsted Plaza Condominium, and which is shown as Unit 1A on the drawing entitled "Olmsted Plaza, Phase 1A, Olmsted Plaza Associates" by Notter Finegold + Alexander which is attached hereto as Appendix E-1 (the "Olmsted Plaza Site Drawing"), together with appurtenant rights in the common areas and facilities of the Condominium and all rights appurtenant to said Unit 1A over Parcel A, Parcel B and Parcel C of the Olmsted Plaza Site, and over the Van Ness Site, and

(ii) Unit 1B is that portion of the existing 8-story building shown as Unit 1B of the Condominium on the Olmsted Plaza Site Drawing, together with appurtenant rights in the common areas and facilities of the Condominium and all rights appurtenant

to said Unit 1B over Parcel A, Parcel B and Parcel C of the Olmsted Plaza Site, and over the Van Ness Site.

The Olmsted Plaza Site Drawing shows the approximate location of Unit 1A and Unit 1B within the Condominium; however, the demising line between Unit 1A and Unit 1B is subject to change from floor to floor. Unit 1A will include approximately 300,000 square feet of gross floor area (as defined in the Boston Zoning Code (the "Code")). The portion of the Olmsted Plaza Site to be submitted to the provisions of Chapter 183A is shown as Parcel A on the Olmsted Plaza Plan.

The Condominium will be created prior to, and not as a part of, undertaking the Project. Section 18D of Chapter 121A provides that an entity authorized to undertake a project pursuant to Chapter 121A may submit the land constituting said project to the provisions of Chapter 183A for the purpose of creating a condominium. The first sentence of Section 18D, which enumerates the public policy of the Commonwealth for purposes of said Section 18D, indicates that Section 18D applies to the creation of condominiums by corporations authorized to undertake projects under Chapter 121A. Section 18D does not address the acquisition of existing condominium units by entities authorized to undertake projects under Chapter 121A. The Condominium which is to be part of this Project will be created prior to the effective date of the approval of this Application. Accordingly, approval of the creation of the Condominium is not sought pursuant to Section 18D of Chapter 121A. Rather, approval is sought pursuant to Section 18C of Chapter 121A, which permits an individual or a partnership to undertake a project "or any severable portion of such project." A unit within a condominium is a severable portion of a project.

Unit 1B of the Condominium, Parcel B and Parcel C of the Olmsted Plaza Site, and the Van Ness Site are also at times collectively referred to herein as the "OPA Property."

(b) Statement of facts showing Project Area to be a decadent area.

The Project Area, by itself or as part of a larger area, has not been declared under M.G.L. c. 121B to be a blighted open area, a decadent area or a substandard area. However, for the reasons hereinafter set forth, the Applicant believes that the Authority should declare the Project Area to be a decadent area under Chapter 121A.

The Project Area is owned by a private landowner, Sears, Roebuck and Co. The Olmsted Plaza Site includes approximately 383,072 square feet of land, and the Van Ness Site includes approximately 34,858 square feet of land, all located in an area

that is becoming a center of medical and biotechnological research and development in Boston.

The existing eight-story building (the "Sears Building") on the Olmsted Plaza Site was built in 1928 and was formerly used as a Sears department store and distribution center. The facade of the Sears Building is composed of light gray brick and Indiana limestone. Several additions were later added to the main structure for use as warehouse space. These warehouse additions have facades of various building materials and are in a deteriorated condition. The Sears Building and the warehouse additions are now vacant, except for a caretaker who works on the Olmsted Plaza Site.

The Sears Building is also in a state of deterioration and will require extensive repair and major renovation and maintenance, as stated in the letter from Notter Finegold & Alexander attached hereto as Appendix G-1. The Geotechnical Engineering Report prepared by Goldberg-Zoino & Associates, Inc., dated February 1990 and attached hereto as Appendix G-2 recommends various measures to be taken both during construction and with regard to building design in order that special site conditions pertaining to soil composition and ground water are addressed. Such measures include, but are not limited to installation of a trench-type drainage system with a back-up power system to control infiltration of groundwater, and tiebacks and wale and raker support systems for lateral and internal support in sensitive areas around the Sears Building. Such measures, together with the required monitoring of settlement and the construction sequencing aimed at minimizing impacts on the Sears Building, add significantly to Project construction costs.

The Olmsted Plaza Site is presently isolated from its surrounding neighborhoods by its physical boundaries (three major thoroughfares and the MBTA green line). Since the department store was closed in the mid-1950's, there has been limited public interest in the site. Warehouse, distribution and retail uses continued until the mid-1980's, but since then the large, empty building and largely vacant surrounding paved areas have been desolate and unused.

The Van Ness Site is vacant and paved for parking. The condition of the Van Ness Site is one of deterioration and disrepair, as stated in the letter from Notter Finegold & Alexander attached hereto as Appendix G-1. The Van Ness Site is also underutilized. The deterioration of the Van Ness Site will necessitate repaving and other site improvement work in order to realize the use potential of the Van Ness Site for surface parking. As part of the Project, a parking garage is to be built on the Van Ness Site.

By virtue of the size of the Sears Building and the surrounding paved areas on the Olmsted Plaza Site, as well as the condition of the Van Ness Site, the Project Area has become a significant void of development activity adjacent to a neighborhood that has in the last several years become a thriving center for health services and hospitals, research, education and attendant office and retail uses. Some of the commercial properties along Brookline Avenue to the east of the Olmsted Plaza Site have been renovated in the last several years. The hospital, and educational and commercial buildings south and west of the Olmsted Plaza Site and the Van Ness Site have undergone significant improvement in the last decade.

These changes and growth in the surrounding area underscore the condition of the Project Area as a decadent area amid neighborhoods that have seen renewed growth. The Sears Building and its warehouse additions are in disrepair, physically deteriorated and in need of major maintenance. The Van Ness Site requires extensive repair and maintenance. These conditions within the Project Area are detrimental to community health and safety. All of these conditions detract from the improvements that have occurred in surrounding neighborhoods in the last several years. The size of the Olmsted Plaza Site -- over eight acres -- the state of disrepair and deterioration of both the Olmsted Plaza Site and the Van Ness Site, and the particular site conditions pertaining to soil and groundwater, as well as the current conditions of the regional economy, render it improbable that the Project Area could be redeveloped by the ordinary operations of private enterprise.

Further support for the determination that the Project Area should be determined to be a decadent area is contained in the photographs of portions of the Project Area in Appendix F, in the letter from Notter Finegold + Alexander, dated October 18, 1991 and attached hereto as Appendix G-1, stating that the Olmsted Plaza Site, the Sears Building, and the Van Ness Site are in poor condition and that the area is decadent, and in the Geotechnical Engineering Report prepared by Goldberg-Zoino & Associates, Inc., dated February 1990 and attached hereto as Appendix G-2. Additional support for the determination that the Project Area should be determined to be a decadent area is contained in the excerpts of the report entitled "Phase I Limited Site Investigation, Sears Roebuck & Company Property, 201 Brookline, Avenue, Boston, Massachusetts", prepared by Goldberg-Zoino & Associates, Inc., dated December, 1989, attached hereto as Appendix G-3 (the "Site Assessment"). As stated in the Site Assessment, oil and certain hazardous materials are present at the Olmsted Plaza Site. Although the Site Assessment states that the Olmsted Plaza Site should be classified as a nonpriority site under the Massachusetts Contingency Plan, the presence of such substances indicates an area of potential detriment to the safety

and health of the community. Remedial response actions with respect to such substances are to be taken in connection with the Project as required by the Massachusetts Contingency Plan which will mitigate such potential detriment.

As the foregoing and the material attached in Appendices F, G-1, G-2 and G-3 illustrate, the Project Area has undergone significant change since the construction of the Sears Building and its warehouse additions. Because of the conditions of these structures and the physical deterioration of the existing improvements on the Olmsted Plaza Site and the Van Ness Site, the Project Area is presently inconsistent with the sound growth of the City of Boston. On these grounds the Project Area meets the following definition of a decadent area as set forth in Massachusetts General Laws, Chapter 1211, Section 1:

"an area which is detrimental to safety, health, morals, welfare or sound growth of a community because of the existence of buildings which are out of repair, physically deteriorated, unfit for human habitation, or obsolete, or in need of major maintenance or repair . . . or because of a substantial change in business or economic conditions . . . or by any reason of any combination of the foregoing conditions.

(c) Statement that the Project Area is not in the path of the Massachusetts Turnpike.

The Applicant is informed and believes that the Project Area, including the Olmsted Plaza Site and the Van Ness Site, does not include land within any extension of the Massachusetts Turnpike into the City of Boston.

(d) Names and addresses of owners of and abutters to the Project Area according to the most recent City of Boston tax list maintained by the Assessing Department, and other parties who may be substantially affected by the Project.

I. For the Olmsted Plaza Site

(i) The owner of the Olmsted Plaza Site is:

155-201 Brookline Avenue a/k/a
201 Brookline Avenue
Ward 21, Parcel 77
Owner: Sears Roebuck & Co.
Mailing Address: c/o Tax Department
555 E. Lancaster Avenue
St. Davids, PA 19087

- (ii) The owners of land which abuts the Olmsted Plaza Site, or is across a public or private street or way from the Olmsted Plaza Site are:

1390 Boylston Street
Ward 21, Parcel 46
Owner: Exxon Corporation
Mailing Address: Box 53
Houston, Texas 77001

194-200 Brookline Avenue
Ward 21, Parcel 54
Owner: Michael Lebner, Tr.
c/o Renbel Mgmt. Corp.
129 Harvard Street
Brookline, MA 02146

186-192 Brookline Avenue
Ward 21, Parcel 55
Owner: Michael Lebner, Tr.
c/o Renbel Mgmt. Corp.
129 Harvard Street
Brookline, MA 02146

176-184 Brookline Avenue
Ward 21, Parcel 54
Owner: Neil Gordon, Tr.
176 Brookline Avenue
Boston, MA 02115

136-138 Brookline Avenue
Ward 05, Parcel 4327-1
Owner: Theodore L. Wasserman, Tr.
21 Cypress Street
Brookline, MA 02146

NO PROPERTY LISTING
CONRAIL
Legal Department
Attn: Bruce B. Silson
1842 Six Penn Center
Philadelphia, PA 19103

NO PROPERTY LISTING
Massachusetts Turnpike Authority
10 Park Plaza
Boston, MA 02116

16 Miner Street
Ward 21, Parcel 167
Owner: Samuel Feldman, Tr.
16 Miner Street
Boston, MA 02215

23-25 Miner Street
Ward 21, Parcel 166
Owner: Marshall F. Newman, Tr.
23 Miner Street
Boston, MA 02215

28 Aberdeen Street
Ward 21, Parcel 149
Owner: Charles Blauer, Tr.
28 Aberdeen Street
Boston, MA 02115

29 Aberdeen Street (now 27 Aberdeen Street)
Ward 21, Parcel 148
Owner: James K. Walsh, Tr.
27 Aberdeen Street
Boston, MA 02115

447 Park Drive
Ward 21, Parcel 124
Owner: Park Place Condominium Trust
447 Park Drive
Boston, MA 02115

447 Park Drive
Unit B
Ward 21, Parcel 124-2
Owner: Richard F. Torre
447 Park Drive, Unit B
Boston, MA 02115

447 Park Drive
Unit G-1
Ward 21, Parcel 124-4
Owner: Mark S. Resnick
1 Chestnut Street, #5B
Boston, MA 02108

447 Park Drive
Unit G-2
Ward 21, Parcel 124-6
Owner: Regina M. Freitas
Box 75
Medford, MA 02155

447 Park Drive
Unit 1-A
Ward 21, Parcel 124-8
Owner: Irene Bentley
447 Park Drive, #1A
Boston, MA 02115

447 Park Drive
Unit 1-B
Ward 21, Parcel 124-10
Owner: Steven J. DeRosa
92 High Street, #2
Medford, MA 02155

447 Park Drive
Unit 1-C
Ward 21, Parcel 124-12
Owner: Karen C. DeRosa
447 Park Drive, #1C
Boston, MA 02115

447 Park Drive
Unit 1-D
Ward 21, Parcel 124-14
Owner: Ruth E. Ricker
447 Park Drive, #1D
Boston, MA 02115

447 Park Drive
Unit 2-A
Ward 21, Parcel 124-16
Owner: Regina M. Freitas
Box 75
Medford, MA 02155

447 Park Drive
Unit 2-B
Ward 21, Parcel 124-18
Owner: Richard H. Adams
447 Park Drive, #2B
Boston, MA 02115

447 Park Drive
Unit 2-C
Ward 21, Parcel 124-20
Owner: Peter G. Warren, Tr.
Box 368
Harvard, MA 01451

447 Park Drive
Unit 2-D
Ward 21, Parcel 124-22
Owner: Robert B. Pipich
1808 Shirley Road
Shirley, MA 01464

447 Park Drive
Unit 3-A
Ward 21, Parcel 124-24
Owner: Richard F. Torre
447 Park Drive, #3A
Boston, MA 02115

447 Park Drive
Unit 3-B
Ward 21, Parcel 124-26
Owner: William A. Eudailey
447 Park Drive, #3B
Boston, MA 02115

447 Park Drive
Unit 3-C
Ward 21, Parcel 124-28
Owner: Jennifer A. Benassi
447 Park Drive, #3C
Boston, MA 02115

448 Park Drive
Ward 21, Parcel 123
Owner: Audubon Condominium Association
448 Park Drive
Boston, MA 02215

448 Park Drive
Unit K
Ward 21, Parcel 123-2
Owner: Simintaj Bakhtiar, Tr
448 Park Drive, Unit K
Boston, MA 02215

448 Park Drive
Unit J
Ward 21, Parcel 123-4
Owner: Henry A. Dagget
448 Park Drive, Unit J
Boston, MA 02215

448 Park Drive
Unit 1
Ward 21, Parcel 123-6
Owner: Anthony Smith, et al.
448 Park Drive, Unit 1
Boston, MA 02215

448 Park Drive
Unit 2
Ward 21, Parcel 123-8
Owner: Jane Kollmer
Greenwich Road
Bedford, NY 10506

448 Park Drive
Unit 3
Ward 21, Parcel 123-10
Owner: Hussein Hodjat, et al.
81 Moss Hill Road
Jamaica Plain, MA 02130

448 Park Drive
Unit 4
Ward 21, Parcel 123-12
Owner: Parviz Navai
448 Park Drive, #4
Boston, MA 02215

448 Park Drive
Unit 5
Ward 21, Parcel 123-14
Owner: Andrew Ansaldi, Jr.
186 Bidwell
Manchester, CT 06040

448 Park Drive
Unit 6
Ward 21, Parcel 123-16
Owner: Peter Givertzman
448 Park Drive, #6
Boston, MA 02215

448 Park Drive
Unit 7
Ward 21, Parcel 123-18
Owner: Parivashe Niamir, Tr.
81 Moss Hill Road
Jamaica Plain, MA 02130

448 Park Drive
Unit 8
Ward 21, Parcel 123-20
Owner: Roland H. LaMarre
63 Cathy Drive
Southington, CT 06489

448 Park Drive
Unit 9
Ward 21, Parcel 123-22
Owner: David Paul Testa
448 Park Drive, #9
Boston, MA 02215

448 Park Drive
Unit 10
Ward 21, Parcel 123-24
Owner: David C. Meltzer, et al.
8608 Sandberry Boulevard
Orlando, FL 32819

448 Park Drive
Unit 11
Ward 21, Parcel 123-26
Owner: Mark E. Alpert
448 Park Drive, #11
Boston, MA 02215

448 Park Drive
Unit 12
Ward 21, Parcel 123-28
Owner: Kim Sonnabend
448 Park Drive, #12
Boston, MA 02215

448 Park Drive
Unit 12-A
Ward 21, Parcel 123-30
Owner: Pamela W. English
448 Park Drive, #12A
Boston, MA 02215

448 Park Drive
Unit 14
Ward 21, Parcel 132-32
Owner: Dara Darai
c/o Park Niamir
81 Moss Hill Road
Jamaica Plain, MA 02130

448 Park Drive
Unit 15
Ward 21, Parcel 123-34
Owner: Stephen J. Kamel
c/o Meridian Co., Inc.
P.O. Box 730
Boston, MA 02215

448 Park Drive
Unit 16
Ward 21, Parcel 123-36
Owner: Elliott P. Smith, et al.
448 Park Drive, #16
Boston, MA 02215

448 Park Drive
Unit 17
Ward 21, Parcel 123-38
Owner: Kristine Brackett
448 Park Drive, #17
Boston, MA 02215

448 Park Drive
Unit 18
Ward 21, Parcel 123-40
Owner: Parvis Navai
448 Park Drive, #18
Boston, MA 02215

448 Park Drive
Unit 19
Ward 21, Parcel 123-42
Owner: Jayne E. Hodgkins
448 Park Drive, #19
Boston, MA 02215

448 Park Drive
Unit 20
Ward 21, Parcel 123-44
Owner: Stanley Polansky
990 Deer Park Avenue
Box 2596
No. Babylon, NY 11703

452 Park Drive
Ward 21, Parcel 122
Owner: Four 52 Park Drive
452 Park Drive
Boston, MA 02215

452 Park Drive
Unit A
Ward 21, Parcel 122-2
Owner: Tim R. Drapeau
452 Park Drive, #A
Boston, MA 02215

452 Park Drive
Unit B
Ward 21, Parcel 122-4
Owner: Todd E. O'Connell, et al.
452 Park Drive, #B
Boston, MA 02215

452 Park Drive
Unit C
Ward 21, Parcel 122-6
Owner: Alan Berfield
452 Park Drive, #C
Boston, MA 02215

452 Park Drive
Unit 1
Ward 21, Parcel 122-8
Owner: Tim R. Drapeau
452 Park Drive, #1
Boston, MA 02215

452 Park Drive
Unit 2
Ward 21, Parcel 122-10
Owner: Ronald S. Luccio, Tr.
452 Park Drive, #2
Boston, MA 02215

452 Park Drive
Unit 3
Ward 21, Parcel 122-12
Owner: C. Perry Bolossom
452 Park Drive, #3
Boston, MA 02215

452 Park Drive
Unit 4
Ward 21, Parcel 122-14
Owner: Ronald S. Luccio, Tr.
452 Park Drive, #4
Boston, MA 02215

452 Park Drive
Unit 5
Ward 21, Parcel 122-16
Owner: Veronica Rudan
452 Park Drive, #5
Boston, MA 02215

452 Park Drive
Unit 6
Ward 21, Parcel 122-18
Owner: Ines Capelli
104 Marlboro Street
Boston, MA 02116

452 Park Drive
Unit 7
Ward 21, Parcel 122-20
Owner: James C. Hu
452 Park Drive, #7
Boston, MA 02215

452 Park Drive
Unit 8
Ward 21, Parcel 122-22
Owner: Barbara K. McKiney
452 Park Drive, #8
Boston, MA 02215

452 Park Drive
Unit 9
Ward 21, Parcel 122-24
Owner: Timothy H. Robinson, et al.
452 Park Drive, #9
Boston, MA 02215

452 Park Drive
Unit 10
Ward 21, Parcel 122-26
Owner: Gerardo Defabritiis
32 Melanie Lane
Arlington, MA 02174

452 Park Drive
Unit 11
Ward 21, Parcel 122-28
Owner: Cornelia A. Sullivan
452 Park Drive, #11
Boston, MA 02215

452 Park Drive
Unit 12
Ward 21, Parcel 122-30
Owner: Riccardo Dellai, et al.
452 Park Drive, #12
Boston, MA 02215

452 Park Drive
Unit 12-A
Ward 21, Parcel 122-32
Owner: Frank J. Zarzecki
631 Snyder Avenue
Berkley Ht, NJ 07922

452 Park Drive
Unit 14
Ward 21, Parcel 122-34
Owner: Enez Capelli
104 Marlboro Street
Boston, MA 02116

452 Park Drive
Unit 15
Ward 21, Parcel 122-36
Owner: Carolyn Reilly
452 Park Drive, #15
Boston, MA 02215

452 Park Drive
Unit 16
Ward 21, Parcel 122-38
Owner: John Blanchon, et al.
452 Park Drive, #16
Boston, MA 02215

452 Park Drive
Unit 17
Ward 21, Parcel 122-40
Owner: Riccardo Dallai
452 Park Drive, #17
Boston, MA 02215

452 Park Drive
Unit 18
Ward 21, Parcel 122-42
Owner: Alan Berfield
452 Park Drive, #18
Boston, MA 02215

452 Park Drive
Unit 19
Ward 21, Parcel 122-44
Owner: Riccardo Dellai, et al.
452 Park Drive
Boston, MA 02215

452 Park Drive
Unit 20
Ward 21, Parcel 122-46
Owner: Vernon Ellis
452 Park Drive, #20
Boston, MA 02215

Brookline Avenue
Olmsted Park Parcel
Ward 21, Parcel 1994
Owner: Sears Roebuck & Co.
c/o Tax Department
555 E. Lancaster Avenue
St. Davids, PA 19087

Muddy River
No Ward, Parcel
Department of Environmental Protection
One Winter Street
Boston, MA 02110

II. For the Van Ness Site

- (i) The owner of the Van Ness Site is:

Van Ness Street and Yawkey Way
Ward 05, Parcel 4326
Owner: Sears Roebuck & Co.
c/o Tax Department
555 E. Lancaster Avenue
St. Davids, PA 19087

- (ii) The owners of land which abuts the Van Ness Site,
or is across a public or private street or way from
the Van Ness Site are:

85 Van Ness Street
Ward 05, Parcel 4339
Owner: Financial Publishing Co.
85 Van Ness Street
Boston, MA 02215

120 Brookline Avenue
Ward 05, Parcel 4329
122-130 Brookline Avenue
Ward 05, Parcel 4328
Owner: Eliot Conviser
120 Brookline Avenue
Boston, MA 02115

Fenway Park
Landsdowne Street
Ward 5, Parcel 4203
Owner: Boston Red Sox
Baseball LPS
24 Yawkey Way
Boston, MA 02115

1295-1299 Boylston Street
Ward 05, Parcel 4210
Owner: Merchants Tire Co.
1299 Boylston Street
Boston, MA 02115

1301-1305 Boylston Street
Ward 05, Parcel 4317
Owner: Mobil Oil Corp.
c/o Property Tax Division
Box 290
Dallas, TX 75221

1309-1313 Boylston Street
Ward 05, Parcel 4319
Owner: Richard B. Ross, Tr.
1313 Boylston Street
Boston, MA 02115

1315 Boylston Street
Ward 05, Parcel 4320
Owner: Lloyd M. Gordon
1315 Boylston Street
Boston, MA 02215

1325 Boylston Street
Ward 05, Parcel 4321
Owner: George Pagounis
137 Boldpate Hill Road
Newton Ctr, MA 02159

16 Kilbarnock Street
Ward 05, Parcel 4324
Owner: Harvard Community Health Center
16 Kilbarnock
Boston, MA 02115

III. Others known to Applicant who will be substantially affected by the Project:

Beth Israel Hospital
330 Brookline Avenue
Boston, MA 02215
Attn: Mr. Gene Wallace

Brigham & Women's Hospital
75 Francis Street
Boston, MA 02115
Attn: Mr. Jay Pieper

Harvard University
1350 Massachusetts Avenue
Holyoke Center - 912
Cambridge, MA 02138
Attn: Ms. Deborah Kuhn

IV. The owners of land which abuts land abutting the Project Area within 300 feet of the Project Area are listed in Appendix H attached hereto.

V. Other party to whom notice will be sent:

Kenmore, Audubon Circle,
Fenway Neighborhood Initiative
P.O. Box 83
Astor Station
Boston, MA 02123
Attn: Ms. Rebecca Calahan Klein

(e) Owner of the Project Area

The Applicant is not the owner of the Project Area. The owner of the land and the improvements thereon within the Project Area is Sears Roebuck & Co., c/o Tax Department, 555 E. Lancaster Avenue, St. Davids, PA 19087. The corporate address of Sears Roebuck & Co. is Sears Tower, Chicago, IL 60684, Attn: National Manager, Real Estate Planning Group Department 824RE.

3. The Project

(a) General description of the Project.

The proposal for which the Authority's authorization and approval are sought (the "Project") under Section 18C of Chapter 121A and Section 13 of Chapter 652 consists of the rehabilitation of the Sears Building and related improvements on the Olmsted Plaza Site and on the Van Ness Site, including (i) the acquisition by the 1A Partnership of the portion of the Project Area consisting of Unit 1A of the Condominium on the Olmsted Plaza Site, common areas and facilities appurtenant thereto and appurtenant parking rights on Parcel A, Parcel B, and Parcel C of the Olmsted Plaza Site and on the Van Ness Site; (ii) the development, operation and maintenance by the 1A Partnership of Unit 1A, the surface parking lots to be located on the Olmsted Plaza Site and the surface parking lot on the Van Ness Site; (iii) the acquisition by OPA of the portion of the Project Area consisting of Unit 1B of the Condominium on the Olmsted Plaza Site, common areas and facilities appurtenant thereto, and the fee interests in Parcel B and Parcel C of the Olmsted Plaza Site and in the Van Ness Site (which fee interests will be subject to the appurtenant parking rights to benefit Unit 1A and Unit 1B); (iv) the development, operation and maintenance by OPA of Unit 1B, a parking garage to be built on the northeasterly portion of the Olmsted Plaza Site and a parking garage to be built on the Van Ness Site and the reconfiguration of surface parking lots on the Olmsted Plaza Site; and (v) the development, operation and maintenance by OPA of a new building on Parcel B and a new building on Parcel C, which buildings would replace the surface parking lots thereon. A map entitled "Former Sears Property, West Fens, Boston", attached hereto as Appendix E-2, shows the location of the Project Area. Elevations of the Sears Building with designations for the Phase 1A and Phase 1B portions of the Project are included as part of Appendix E-3 attached hereto. Elevations of the buildings to be developed as part of Phase 2 are included as exhibits to the Development Plan attached hereto as Appendix I.

Phase 1A of the Project is to begin with the acquisition by the 1A Partnership of Unit 1A of the Condominium, together with appurtenant interests in all common areas and facilities in said Condominium, an easement for vehicular parking on Parcel A, Parcel B, Parcel C, and the Van Ness Site, and temporary easements in property adjacent to the Project Area as reasonably necessary for construction of the Project. Unit 1A of the Condominium, which will occupy approximately 300,000 square feet of the Sears Building, is to be part of a first-class biotechnological and medical research and development facility with related uses. The base of the Sears Building is eight stories in height and is capped by a tower that rises 100 feet above the parapet of the building's base. The facade of the Sears Building is composed of

light gray brick and Indiana limestone. Currently, the Sears Building includes a number of warehouse additions that were added to the main structure after its initial construction. As part of Phase 1A of the Project, these warehouse additions are to be demolished. The elevations included in Appendix E-3 illustrate the general appearance of the Sears Building as it would appear after construction of Phase 1A. Elevations of the buildings to be developed as part of Phase 2 and architectural drawings showing the Olmsted Plaza Site upon completion of Phase 2 are included as exhibits to the Development Plan attached hereto as Appendix I. A drawing of the Olmsted Plaza Site, which depicts the ground floor of the Sears Building and the parking garage to be constructed thereon in Phase 1B, is included in Appendix E-3. Excerpts of an outline of preliminary specifications for rehabilitation of the Sears Building is attached hereto as Appendix E-4 (the "Preliminary Specifications"). The drawings and elevations of the Sears Building and Phase 2 buildings and the Preliminary Outline Specifications are subject to further design, environmental and other development review by the Authority.

After the demolition of the warehouse additions, the remainder of the Olmsted Plaza Site will be landscaped and developed for grade level parking accommodating approximately 420 cars. The parking will serve the employees and guests of the tenants of Unit 1A. When not being used by tenants, such parking will be available to patrons of Fenway Park. It is intended that the surface parking on the Olmsted Plaza Site, except for visitors spaces, is to be replaced by the parking garage to be constructed by OPA on the northeasterly portion of the Olmsted Plaza Site and, ultimately, the buildings to be constructed on Parcel B and Parcel C, respectively.

Phase 1A will also include improvement of the Van Ness Site for continued use as surface parking accommodating approximately 175 cars and serving tenants and visitors of Unit 1A and, when not used by tenants, patrons of Fenway Park. As described above, Unit 1A will have the benefit of an easement for vehicular parking on the Van Ness Site. As described below, a parking garage is to be constructed on the Van Ness Site in connection with Phase 1B development.

Phase 1B of the Project includes acquisition by OPA of Unit 1B of the Condominium, together with appurtenant interests in all common areas and facilities in said Condominium and appurtenant parking rights on Parcel A, Parcel B, Parcel C and the Van Ness Site, acquisition of the fee interests in the Van Ness Site and Parcel B and Parcel C of the Olmsted Plaza Site, all subject to the parking easements benefiting Unit 1A and Unit 1B, and temporary easements in property adjacent to the Project Area as reasonably necessary for construction of the Project. OPA is to undertake development, operation and maintenance of Unit 1B and

the Van Ness Site, including construction of a parking garage on the northeasterly portion of the Olmsted Plaza Site and a parking garage on the Van Ness Site. Development of Unit 1B of the Condominium would complete the Sears Building as the major component of the first class medical and biotechnological research facility planned for the Project Area. Unit 1B consists of approximately 600,000 square feet of space within the Sears Building.

The parking garage to be located on the northeasterly portion of the Olmsted Plaza site will be a six-story structure accommodating approximately 1,155 vehicles. The parking garage planned for the Van Ness Site will accommodate approximately 500 vehicles as tenant parking for the Olmsted Plaza Site. When not being used by tenants and their guests, the parking garages will be available for patrons of Fenway Park and other public parking. Traffic circulation in and out of the garages will be designed to eliminate on-street queuing of arriving vehicles during peak hours and thereby minimize any potential delays to area traffic. The garages will be designed and operated as first-class parking facilities. High intensity lighting, full graphics and signage programs to allow users easy identification of parking spaces and other security features will be provided to allow safe 24-hour use of the garages. Some specifications for the parking garage on the Olmsted Plaza Site are included in the Preliminary Outline Specifications in Appendix E-4 attached hereto.

Prior to and during garage construction, the developer will endeavor to make substitute tenant parking available at reasonably practicable and convenient locations and to inform users of other transportation alternatives available in the general area. During construction, access by construction vehicles, equipment, and workers will be controlled to minimize disruption.

Phase 2 of the Project includes development, operation and maintenance by OPA or its transferee(s) of a new building and related improvements on Parcel B and a new building and related improvements on Parcel C. The building proposed for Parcel B is to be a thirteen-story building principally for office, research and development and retail uses, and uses accessory thereto. The building proposed for Parcel C is to be nine stories and to be used principally for office, research and development and retail uses, and uses accessory thereto.

In connection with Phase 1A, Phase 1B and Phase 2, respectively, the 1A Partnership and OPA may each operate, manage and maintain the Project or employ or contract with one or more parties to operate, manage and maintain Phase 1A, Phase 1B and Phase 2, or any portion thereof, as applicable, pursuant to an operating lease, management agreement or other agreement. The 1A Partnership and OPA may enter into any operating lease, management

agreement or other agreement with an affiliate or affiliates of the 1A Partnership and OPA. Any such party under an operating lease, management agreement or other agreement will in no event be subject to the provisions of Chapter 121A. The tenants and users of the Project may pay certain expenses associated with their use and occupancy of the Project directly to such party.

One of the facilities and amenities to be furnished in connection with the Project is development of a park (the "Emerald Necklace Park") on the 1.6-acre parcel of land across Park Drive from the Olmsted Plaza Site (the "Emerald Necklace Parcel"). The Emerald Necklace Parcel was originally included in Frederick Law Olmsted's Emerald Necklace Park System, but was paved for use as a parking lot some time prior to 1955. Subject to obtaining necessary permits and approvals, the Emerald Necklace Park will be developed as a public park on the Emerald Necklace Parcel so that the land may again become part of the Emerald Necklace Park System.

In addition to the Emerald Necklace Park to be provided in connection with the Project, the Project Area will include open space and both temporary and permanent landscaped areas. Along Park Drive a large landscaped area will be provided in front of the Sears Building. New pedestrian walkways are planned for the Olmsted Plaza Site to allow public access to and through the Olmsted Plaza Site and to provide several choices of outdoor routes exiting the MBTA Fenway Park Green Line Station. The Olmsted Plaza Site and the Van Ness Site will be landscaped with a variety of trees, shrubs and paving materials. In addition, permanent landscaping will include the planting of trees in currently vacant tree pits along the portion of Park Drive between the Olmsted Plaza Site and Beacon Street. The Project will also include landscaping to enhance the stairway from the Olmsted Plaza Site to the MBTA Fenway Park Green Line Station. Subject to design, environmental and other development review by the Authority, the Developer will also be responsible for landscaping improvements within the area located adjacent to the Olmsted Plaza Site at the northeasterly corner of Brookline Avenue and Park Drive, including public sidewalks adjacent to the Olmsted Plaza Site.

The Project will also result in the rehabilitation of an historic landmark by Notter Finegold & Alexander, one of Boston's preeminent restoration architectural firms. The Sears Building is one of Boston's most prominent examples of Art Deco design. As shown by the designations and related materials attached as Appendix N-2 hereof, the Sears Building has been designated by the Boston Landmarks Commission as an historic landmark. Through the efforts of the Project Developers, the Sears Building will be

retained as an important historic resource for the neighborhood and the City.

The Project is also of critical importance to the physical and economic revitalization of the Fenway neighborhood. The uses proposed for the project Area are expected to provide job opportunities, services and resources for neighborhood residents, as well as the larger community. In addition to contributions toward, or the creation of, low and moderate income housing and the jobs linkage contributions described below, specific amenities are planned within the Project Area to serve both tenants, the neighborhood and the community. At least 2,000 square feet of space on the Olmsted Plaza Site is to be set aside for a job training, counseling and referral center. At least 8,000 square feet of indoor space in the Project will be set aside as a child day care center to serve at least 100 children. The outdoor spaces allotted to the child day care center will be in conformance with regulations promulgated by the Office for Children, the Massachusetts State Building Code and other applicable regulations. Initial operators of such center are to be secured as part of Project development, and the facilities to be made available are to include the fixtures, furnishings and equipment required for operation of such centers. The facilities and amenities noted above, as well as other public benefits, are more particularly described in Section 4(e) hereof.

The uses to which the Project will be put are principally scientific research and development, office, and uses accessory thereto. Other uses which may be made of portions of the Project include parking, day care center, stores primarily serving the retail needs of neighborhood residents and other general retail uses, restaurants, and hospital and clinical uses and professional offices accessory thereto. The proposed uses of the Project are set forth in detail in the Development Plan and Development Impact Project Plan for Planned Development Area No. 36 approved by the Authority on November 30, 1989, the Boston Zoning Commission on December 13, 1989 and the Mayor of the City of Boston on December 14, 1989, as amended by Amendment to Development Plan and Development Impact Project Plan for Planned Development Area No. 36, which was approved by the Authority on August 21, 1991, the Boston Zoning Commission on October 8, 1991 and the Mayor of the City of Boston on October 19, 1991 (the "Development Plan"), a copy of which is attached hereto as Appendix I.

The expected types of occupants of the Project are non-profit organizations which operate hospitals and research laboratories, educational institutions, companies engaged in scientific research and development, and businesses that provide goods and services customarily operated in connection with offices and research facilities. It is currently expected that Phase 1A will be fully

leased to Brigham & Women's Hospital, Beth Israel Hospital and Harvard University.

In order that the Applicant and the 1A Partnership may undertake the Project, it is hereby requested that the Authority grant approval under Section 18C of Chapter 121A and Section 13 of Chapter 652 for:

(a) the 1A Partnership, as an entity subject to the benefits and burdens of Chapter 121A, to (i) acquire Unit 1A of the Condominium, together with an interest in the common areas and facilities of the Condominium, and parking rights on Parcel A, Parcel B and Parcel C of the Olmsted Plaza Site and on the Van Ness Site, (ii) acquire temporary easements in property adjacent to the Project Area as reasonably necessary for construction of the Project and grant and acquire such easements and/or rights of passage for pedestrian and vehicular travel as may be necessary or desirable for the development of the Project, and (iii) develop, operate and maintain Unit 1A and, until the construction of the garages to be built on the Olmsted Plaza Site and the Van Ness Site as part of Phase 1B and the other buildings on Parcels B and C as part of Phase 2, the parking lots to be located on the Olmsted Plaza Site and the Van Ness Site, together with all related improvements; and

(b) OPA, as an entity subject to the benefits and burdens of Chapter 121A, to (i) acquire Unit 1B of the Condominium, together with an interest in the common areas and facilities of the Condominium and parking rights on Parcel A, Parcel B and Parcel C of the Olmsted Plaza Site and on the Van Ness Site, (ii) acquire the Van Ness Site and Parcel B and Parcel C of the Olmsted Plaza Site, all subject to parking easements for the benefit of Unit 1A and Unit 1B; (iii) acquire temporary easements in property adjacent to the Project Area as reasonably necessary for construction of the Project, and grant and acquire such easements and/or rights of passage for pedestrian and vehicular travel as may be necessary or desirable for the development of the Project (iv) develop, operate and maintain Unit 1B, the parking garages to be built on the Olmsted Plaza Site and the Van Ness Site and reconfigured parking lots on Parcel B and Parcel C of the Olmsted Plaza Site, together with all related improvements, and (v) develop, operate and maintain a building to be constructed on Parcel B and a building to be constructed on Parcel C of the Olmsted Plaza Site, which buildings would replace the surface parking lots thereon, together with all related improvements;

provided that in accordance with such approval and without amendment of this Application:

- (A) OPA or its transferee(s) shall be permitted to develop Phase 1B and Phase 2 in Subphases;
- (B) In connection with the development of Phase 1B, Phase 2 or any Subphase, OPA may seek the Authority's approval to transfer Unit 1B (or any Subunit of Unit 1B), the Van Ness Site, Parcel B or Parcel C to an Affiliated Entity for the purpose of undertaking Phase 1B, Phase 2 or any Subphase. Upon application by OPA or its designee pursuant to the provisions of Section 11 or Section 18C of Chapter 121A and Section 13 of Chapter 652 for approval of any such transfer for the purpose of undertaking Phase 1B, Phase 2 or any Subphase, the Director will within thirty (30) days thereafter submit the application to the Authority for its consideration with a favorable recommendation if the following conditions are satisfied: (x) the proposed transferee is an Affiliated Entity; (y) the portion of the Project to be undertaken by such transferee is consistent with the Project approved hereunder, including the provisions of the Development Plan; and (z) the application includes information demonstrating to the reasonable satisfaction of the Director that the portion of the Project to be undertaken by such transferee is economically feasible because of financing or equity commitments or other resources to be committed thereto. Upon approval by the Authority, any such entity shall be subject to the burdens and receive the benefits of Chapter 121A, Chapter 652 and any approval granted pursuant to this Application;
- (C) Upon application by OPA or its designee for a change in the Project to remove the development of Phase 1B, Phase 2 and/or a Subphase from the Project and to remove a corresponding portion of the Project Area (that is, either Unit 1B, a Subunit, the Van Ness Site, Parcel B and/or Parcel C) from the Project Area for the purpose of undertaking Phase 1B, Phase 2 and/or such Subphase outside of the purview of Chapter 121A and Chapter 652, or after a casualty upon application by the 1A Partnership or its designee with respect to Unit 1A or OPA or its designee with respect to the OPA Property or any Severable Area (as defined below), for a change in the Project to remove the rehabilitation, reconstruction or redevelopment of Phase 1A, Phase 1B, Phase 2 and/or a Subphase, as applicable, from the Project and to remove a corresponding portion of the Project Area for the purpose of undertaking such rehabilitation, reconstruction or redevelopment outside of the purview of Chapter 121A and Chapter 652, the Director of the

Authority will, within thirty (30) days thereafter, submit the application to the Authority for its consideration with a favorable recommendation. Upon such approval by the Authority, the Project and the Project Area shall be revised accordingly, and the owner of the portion of the Project Area so removed from the Project Area shall not with respect thereto be subject to the burdens and receive the benefits of Chapter 121A, Chapter 652 or any approval granted pursuant to this Application;

- (D) The 1A Partnership and OPA may each operate, manage and maintain the Project or employ or contract with one or more parties (any of which may be affiliates of the 1A Partnership and/or OPA) to operate, manage and maintain Phase 1A, Phase 1B and Phase 2, or any portion thereof, as applicable, pursuant to an operating lease, management agreement or other agreement. Any such party under an operating lease, management agreement or other agreement will in no event be subject to the provisions of Chapter 121A or the approval of the Authority, it being understood that tenants and users of the Project may pay certain expenses associated with use and occupancy of the Project directly to such a party, which payments would not be included in the gross income of the Project Developer; and
- (E) The 1A Partnership and OPA are each hereby approved to grant and/or acquire, from time to time, on terms not inconsistent with this Application, such easements and other property rights (including, without limitation, leases, utility easements and reciprocal easements) which are reasonably necessary to accomplish development, operation and maintenance of the Project.

(b) Statement that the Project will not conflict with the Master Plan for the City of Boston.

The Applicant believes that the development of the Project will not conflict with the Master Plan for the City of Boston ("1965/1975 General Plan for the City of Boston and the regional Core," prepared by the Boston Redevelopment Authority) since the Project Area comes within a classification in the Master Plan which permits commercial uses of the kind proposed by the Applicant, because the Project is consistent with the goals of the Master Plan and because the Olmsted Plaza Development Plan for Planned Development Area No. 36 (the "PDA"), as noted above, has been approved by the Authority, the Boston Zoning Commission and the Mayor of the City of Boston. The Project is consistent with the Development Plan approved by the Authority in connection with

the PDA, which Development Plan sets forth the proposed location and appearance of the structures, open spaces and landscaping, the proposed uses of the Olmsted Plaza Site, the proposed traffic circulation, parking and loading facilities, access to public transportation, and other components of the Olmsted Plaza Site encompassed in the Project.

(c) Statement that the Project requires no declaration under Mass. G.L. c. 138.

The Project will not require a declaration that any of the buildings constituting a portion of the Project constitutes a separate building for the purpose of Mass. G.L. c. 138 (relating to alcoholic beverages).

(d) Statement concerning schools, hospitals, churches.

The Project Area is located within five hundred feet of the following schools:

Wheelock College
31 Pilgrim Road
Boston, Massachusetts 02215

Simmons College
259 Brookline Avenue
Boston, Massachusetts 02215

Northeastern University
100 Fenway
Boston, Massachusetts 02115

Emmanuel College
400 Fenway
Boston, Massachusetts 02115

Martin Milmore Elementary School
85 Peterborough Street
Boston, Massachusetts 02215

In addition, the Project Area is located within five hundred (500) feet of the following clinic:

Harvard Community Health Center
2 Fenway Plaza
Boston, Massachusetts 02215

Finally, the Project Area is located within five hundred (500) feet of the following church and school:

Seventh Day Adventist Temple and School
105 Jersey Street
Boston, Massachusetts 02215

As indicated in this Application, the Applicant will contribute \$50,000 to the Boston Transportation Department ("BTD") for an area wide traffic mitigation study and \$500,000 to the BTD for capital improvements to be made to key intersections in the area impacted by the Project, which intersections are listed in Appendix J attached hereto. The BTD will apply the Applicant's contribution toward capital improvements toward the upgrading of the intersections listed in Appendix J, with the selection of which intersections are upgraded to be made by the BTD. In connection with Phase 2, additional capital contributions of up to \$300,000 will be made to BTD for the purpose of traffic improvements related to the Project. Accordingly, the Project will result in improved traffic conditions and result in benefits to such schools, clinic and church. The Applicant requests that the Authority determine that the Project will not be substantially detrimental to such schools, clinic and temple and that the Authority issue a permit for the construction of the two parking garages included within the Project.

(e) Minimum standards for financing, construction, maintenance and management.

Appendices K-1 and K-2 set forth the minimum standards applicable to the Project for financing, construction, maintenance and management (sometimes herein referred to as the "Minimum Standards").

(f) Documentation and statement concerning public interest, safety, convenience and suitable development; and statement of reasons why the Project is necessary and desirable.

The Applicant believes that the Project: (i) is in the best interest of the public and the City of Boston and will enhance public safety and convenience; and (ii) is consistent with the most suitable development of the neighborhood and the City of Boston. The building and warehouse additions on the Olmsted Plaza Site, which are now vacant, are deteriorated and will require extensive repair and major renovation and maintenance. The Van Ness Site is also in need of repair for continued use as surface parking. The renovation of the Sears Building and construction of a parking garage on the Olmsted Plaza Site to create a facility for biomedical research will be of critical importance to the physical and economic revitalization of the neighborhood, which is becoming a center of medical and biotechnological research and development in Boston. The improvement of the Van Ness Site, the associated landscaping, and the construction of a parking garage to serve the Olmsted Plaza Site will promote vehicular and

pedestrian circulation. The uses proposed for the Project Area are expected to provide job opportunities, services, and resources for area residents, patrons of neighborhood businesses, as well as the larger community. The completed Project will improve pedestrian access to the surrounding area and the Massachusetts Bay Transportation Authority Fenway Park Station. The Project will also result in the rehabilitation of an historic landmark. As discussed in Sections 4(e) and 6 hereof, the Project will result in the provisions of numerous public amenities and benefits for the neighborhood and the City as a whole. These improvements will greatly enhance public safety and convenience. In sum, the project will create a much needed research facility, help revitalize the Fenway area, provide jobs, and promote the best interests of the City of Boston.

(g) Statement concerning relocation.

The carrying out of the Project will not involve the destruction or rehabilitation of buildings occupied in whole or in part as dwellings. The Project will not involve the displacement of more than five business units. Accordingly, no relocation plan is required.

4. Financial Information

(a) General

As described in this Application, the ownership structure of the Project is to consist of two partnerships -- OPA (a general partnership) and the 1A Partnership (a limited partnership). The 1A Partnership expects to finance acquisition and development of Phase 1A through a combination of the proceeds of a taxable revenue bond issue and equity contributions. Cash contributions to equity in an amount equal to the difference between the proceeds of the bond financing and total development costs will be made by one or more of the following: institutional investors through the purchase of limited partnership interests, affiliates of the general partners of the 1A Partnership through the purchase of limited partnership interests, and the general partners of the 1A Partnership. The amount of equity contributions and financing for future phases will depend on future market and financing conditions.

Chapter 121A designation is essential to the feasibility of the Project. In considering whether to lease space in the Project, prospective tenants will evaluate the total occupancy costs of leasing: base rent, operating expenses, and property taxes. If any one of these costs substantially deviates from those of alternative locations, the Project's competitive position is seriously weakened. The principal market for the Project includes the non-profit medical research institutions. For

example, the prospective tenants for Unit 1A are three non-profit institutions from the Longwood Medical Area. Because of their non-profit, charitable status, these institutions are typically exempt from taxation. But for the ownership by a commercial entity of space leased by such tenants, such prospective tenants of Unit 1A would be permitted to make payments in lieu of taxes with respect to real property. This situation has prompted the prospective tenants of Unit 1A to require as a condition of occupancy property tax payments (or excise payments, in the case of Chapter 121A) that are predictable and moderate. Chapter 121A is the single vehicle available to achieve this goal.

Chapter 121A designation is not only essential for Unit 1A tenants, but is also essential to attract tenants to Unit 1B and Phase 2. As noted above, the principal market focus is on non-profit research institutions which are typically tax-exempt. A predictable and moderate level of tax payments would provide an incentive for these institutions to lease commercially developed space rather than expand on the institutional campus. Further, such a level of tax payments would assist these institutions in maintaining a reasonable overhead rate for grant administration, a critical element in the institutions' competition for research grants. Availability of research grants is a significant factor in the demand for additional space, and such grants provide the funds for lease payments.

In addition to the non-profit tenants of the Project, Chapter 121A designation will serve as a necessary element in attracting commercially-based research companies to the Project. Like its non-profit counterparts, a research division of a major pharmaceutical company, for example, will evaluate the Project based on the cost of alternative space. If the Project is competitive with other research space with respect to tax payments, it is more likely to serve as a magnet to commercial research entities, a number of which have collaborative relationships with the institutions within the Longwood Medical Area and whose location at the Olmsted Plaza Site would further such collaboration.

On the basis of the materials included in Appendices K-1, K-2 and M and the discussion below, the Applicant believes, and requests the Authority to determine, that the Project is practicable under the provisions of St. 1960, c. 652, §13, as amended. Notwithstanding the foregoing, prior to development of Phase 1B and Phase 2, OPA or its designee will submit the estimated development costs and a financing plan for the development of Phase 1B and Phase 2, respectively.

(b) Method of Financing

(i) Phase 1A of the Project is estimated to cost approximately \$120,000,000, which amount includes site acquisition, construction of the base building, and substantial tenant fit-up costs, as shown in the preliminary budget attached hereto as Appendix L. Financing will consist of the proceeds of a taxable revenue bond to be issued by the Boston Industrial Development Finance Authority ("BIDFA") in the amount of approximately \$110,000,000 and contributions to equity sufficient to fund the difference between the proceeds of the bond financing and total development costs. Cash contributions to equity will be made by one or more of the following: institutional investors through the purchase of limited partnership interests in the 1A Partnership, affiliates of the general partners of the 1A Partnership through the purchase of limited partnership interests in the 1A Partnership, and the general partners of the 1A Partnership. As described below, noncash contributions such as materials and services may also be contributed to equity. It is contemplated that bond financing and contributions to equity will cover the entire cost of Phase 1A.

The bond proceeds are to serve as both construction and permanent financing for Phase 1A. The debt service from the bond issue will be fully covered by the lease payments generated from leases of Phase 1A. It is currently anticipated that Phase 1A will be fully leased to Brigham & Women's Hospital, Beth Israel Hospital and Harvard University. BIDFA has granted preliminary approval to the issuance of the bonds up to \$110,000,000, and OPA has engaged Advest, Inc. to serve as underwriter. (See Memorandum from Chauncey Mayfield, Deputy Director for Economic Development, City of Boston, to BIDFA, dated June 18, 1991 and letter from Advest of same date attached hereto as part of Appendix M.) In a letter dated October 10, 1991 and attached hereto as part of Appendix M, Advest has also reported that recent demand for investment grade taxable bonds remains high and that the size of the proposed issue is ideally suited for institutional placement.

The Applicant may raise equity through the sale of limited partnership interests in the 1A Partnership. Through their participation, investors would receive the benefit of rehabilitation tax credits under the Internal Revenue Code related to the historic rehabilitation of the Sears Building. On December 19, 1990, the National Park Service executed the Part 2 historic certification for the Sears Building and on August 30, 1991 acknowledged the effectiveness of the Part 2 for Phase 1A (see Appendix N-1). The Part 2 historic certification, which evidences the determination by the National Park Service that the plans for the proposed rehabilitation meet the standards of the Secretary of the Interior, is required for historic rehabilitation tax credits. The Applicant is in negotiation with a major investor for the

entire equity infusion. Ernst and Young is representing the Applicant in the marketing and sale of the limited partnership interests.

Consistent with Section 18C of Chapter 121A, OPA and the 1A Partnership will limit return on investment to an annual cumulative eight percent (8%) cash return on equity invested in the Project for so long as the Project, or applicable portion thereof, is subject to Chapter 121A. The eight percent (8%) return will be based upon the total amount of equity invested in the Project, as such may be supplemented from time to time ("Total Equity"). Subsequent repayment of any portion or all of the Total Equity will not limit future returns, which will continue to be based on Total Equity. Total Equity may include, without limitation, a combination of cash, services and materials or contracts for services and materials. Such services and materials, or contracts therefor, may consist of services or materials supplied or delivered prior to or after the filing of this Application. The value of services and materials, or contracts therefor, shall be as determined by the accountants for the 1A Partnership, which shall be a nationally-recognized accounting firm, unless otherwise approved by the Authority. Approval of this Application by the Authority shall constitute approval of the requests, hereby made, that: (a) contributions other than cash, such as materials and services, or contracts therefor, may be valued as equity, as aforesaid, and (b) construction of the Project may commence prior to receipt in full by the 1A Partnership of the equity investment.

(ii) The total amount to be raised for Phase 1A by mortgage financing will be approximately \$110,000,000. As stated above, such financing will be provided by BIDFA through the issuance of taxable bonds. The amount to be raised for Phase 1B and Phase 2 by mortgage financing depends on future financing and market conditions.

(iii) The total amount of cash contributions to equity for the development of Phase 1A will be approximately \$10,000,000 which may be raised as noted in Section 4(b)(i) above. The limited partners of the 1A Partnership who are institutional investors or affiliates of the general partner of the 1A Partnership will be disclosed to the Authority when finally determined. The amount of equity capital to be contributed for Phase 1B and Phase 2 depends on future financing and market conditions. As indicated above, a financing plan will be submitted before undertaking development of these future Phases.

(iv) It is not expected that any amount in addition to those stated in Sections 4(b)(ii) and 4(b)(iii) will be required to complete Phase 1A. In addition, it is currently expected that the

total development costs of Phase 1B and Phase 2 will be made through mortgage financing and equity capital contributions.

(v) Persons who have an interest in Phase 1B and Phase 2 of the Project are listed in the Disclosure Statement attached hereto in Appendix O, which contains the financial information required by Article 31A of the Code. The consultants working on the Project and attorneys representing the Applicant are listed in this Application at Section 1(c) and 1(b), respectively. An Article 31A Disclosure Statement will be filed with the Authority to disclose all those who will have an interest in Phase 1A of the Project after the formation of the 1A Partnership. In addition, in connection with any transfer of Phase 1B and Phase 2, or any portion thereof, in accordance with the provisions hereof, Article 31A Disclosure Statements will be filed with the Authority to disclose all those who will have any interest in Phase 1B and Phase 2, or any portion thereof, as applicable.

(c) Municipal Liens

The Applicant is unaware of any unpaid municipal charges with respect to the property in the Project Area.

(d) Section 6A Contract Terms

A draft of the contract proposed to be entered into under Section 6A of Chapter 121A with respect to Phase 1A is attached hereto as Appendix P. A draft of the contract proposed to be entered into under Section 6A of Chapter 121A with respect to Phase 1B is attached hereto as Appendix Q. In accordance with the formula set forth in Paragraph 3 of each Section 6A Contract, the 1A Partnership and OPA will pay in each year the annual excise payable with respect to such year under Section 10 of Chapter 121A.

(e) Requests for Extensions to the Period of Property Tax Exemption

Pursuant to the provisions of Section 10 of Chapter 121A and in consideration of the amenities listed below, the Applicant requests the Authority's approval of one seven (7) year extension to the period of property tax exemption.

The Applicant believes that the Project will provide extraordinary public amenities, which justify the extension requested. The following is a schedule of such public amenities, each supporting the seven (7) year extension requested:

(i) Commercial or Industrial Development Which Will Result in the Employment of Minority Persons or Persons

Residing in or near the Project (supporting the requested seven (7) year extension).

The Project consists of the development of an important biomedical research and development facility which will result in the employment of neighborhood residents and minorities. Approximately 1,700 construction jobs and approximately 4,200 permanent jobs will be created by the Project. In connection therewith, each of the Project Developers will execute a Boston Residents Construction Employment Plan, consistent with the requirements of the Boston Residents Job Policy established by Chapter 30 of the Ordinances of 1983 and the Mayors Executive Order extending the Boston Residents Job Policy dated July 12, 1985, which will set forth in detail plans to ensure that the general contractors, and those engaged by the general contractors, for construction of the Project on a craft by craft basis, will use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least fifty percent (50%) of the total employee worker hours in each trade shall be by bona fide Boston Residents; (2) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and (3) at least ten percent (10%) of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions. Worker hours, as defined in said plans, shall include on the job training and apprenticeship positions.

Each of the Project Developers will also execute a Memorandum of Understanding and First Source Agreement in connection with the Project. The Memorandum of Understanding shall set forth an employment opportunity plan which presents a good faith effort to provide that fifty percent (50%) of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services shall provide for the Applicant to use the services of the Private Industry Council sponsored "Boston for Boston" placement office employment referrals before embarking on a general recruitment effort to fill entry level positions within the Project. Subject to approval by the Mayor's Office of Jobs and Community Services, the Applicant agrees to work with residents of the Fenway and Mission Hill neighborhoods in order to set the highest reasonable goal for the percentage of permanent employees who will be residents of the Fenway and Mission Hill neighborhood.

In addition, as described in greater detail in Section (iv) below, a Job Center will be provided within the Project. Through the Neighborhood Jobs Trust, it is intended that the Jobs Contribution Grant, as such term is defined in Section 26-2(3) of Article 26B of the Code, subject to required approvals, shall be used to create a job training program which will include, but not be limited to (a) a child care management program; (b) a health care research jobs program; and (c) a scholarship program intended to provide job training opportunities at accredited off-site training centers sponsored by local institutions to residents of the Mission Hill and Fenway neighborhoods. The Project Developers will also identify a mechanism to inform residents of the Mission Hill and Fenway neighborhoods of job training opportunities available as a result of the Project.

- (ii) Restoration or Rehabilitation of Structures or Sites of Architectural or Historical Merit (supporting the requested seven (7) year extension).

The Project will result in restoration and rehabilitation of the landmark Sears Building (originally constructed in 1928) which is listed in the National Register of Historical Places, the Inventory of Historic Assets of the Commonwealth of Massachusetts and is a certified landmark in the City of Boston. The Sears Building has also been certified by the Secretary of the United States Department of the Interior as a certified historic structure. The work will be undertaken in strict compliance with guidelines imposed by the Boston Landmarks Commission, the Massachusetts Historical Commission and the United States Department of the Interior in connection with certification of the Project as a certified rehabilitation under the Internal Revenue Code and regulations promulgated by the National Park Service. The Project will result in the reuse of an important historic asset which might not otherwise be rehabilitated or preserved. Information relating to the historic certification of the Project is set forth in Appendix N-1 hereof, and information relating to designation as an historic landmark by the Boston Landmarks Commission is set forth in Appendix N-2 hereof.

- (iii) Provisions for Open Space (supporting the requested seven (7) year extension).

In connection with development of the Project, the Project Developers will cause the Emerald Necklace Parcel located across the street from the Sears Parcel at 241 Brookline Avenue, consisting of 1.6 acres of land to be conveyed to the City of Boston or its designee. The Emerald Necklace Parcel is currently a deteriorating paved surface parking lot which represents a missing link in the Emerald Necklace park system, designed by Frederick Law Olmsted for the City of Boston. The Project Developers have also agreed to cause the Emerald Necklace Parcel to be reconverted to a public park which will serve the neighborhood and the City. The park will be carefully designed for integration into the Emerald Necklace Park System and the surrounding community. The Project Developers will seek the input of neighborhood residents in finalizing a design for the park. The Project Developers have pledged that one million dollars (\$1,000,000) will be available to construct the park on the Emerald Necklace Parcel and that the park will be completed no later than thirty-two (32) months after the commencement of construction on Phase 1A (subject to extensions as set forth in the Cooperation Agreement (as defined below) attached hereto in Appendix R). In addition, the Olmsted Plaza Site will also be carefully landscaped, with a system of public pedestrian walkways. Significant public open space will be provided on the Olmsted Plaza Site, particularly in the area directly across the street from the Emerald Necklace Parcel in front of the Sears Building along Park Drive. The Olmsted Plaza Site improvements are discussed in more detail in Section 3(a) hereof.

- (iv) Provisions for Recreational or Community Public Facilities (supporting the requested seven (7) year extension).

In addition to the public open space described above, the Project Developers will set aside in the Project no less than 2,000 square feet of indoor space, at a below market rental rate, for a job training, counseling and referral center to support training programs for the medical and biomedical research industries (the "Job Center"). The Project Developers will also set aside in the Project no less than 8,000 square feet of indoor space, on a rent free basis, for a child day care center for at least one hundred (100) children to serve the needs of working parents employed at the Project (the "Child Care Center"). The Project

Developers will work with the Authority on a child care provision agreement to be agreed upon and executed by the Project Developers and the Boston Women's Commission, which plan shall set forth the proposed child day care program and program design, the responsibilities for expenses associated with the Child Care Center, the proposed child day care population which will be served by the Child Care Center and the proposed delivery date of such Child Care Center.

The Project Developers will secure the initial operators of the Job Center and the Child Care Center and will make available or cause to be made available, the initial facilities to include the fixtures, furnishings and equipment required for the operation of the Job Center and the Child Care Center. Children of working parents from the Fenway area will be given priority placement in the Child Care Center. The solicitation of proposals for a provider of child day care services to the Project, together with the Project Developer's recommendations with respect to such proposals, shall be made available to the community. The Project Developers shall consider the comments and concerns of the community with respect to such proposals. The quality of child day care services to be provided shall be the Project Developers' first priority in selecting the provider. The Project Developers also agree to make efforts to choose a provider who will (a) maximize the affordability of child day care services; (b) establish after school programs for children and parents employed at the Project; (c) cooperate with Wheelock College to provide for training and employment programs for child day care providers, if such program is established by the Project Developers and Wheelock College, the establishment of such program to be subject to an agreement being reached by the Project Developers, Wheelock College, required approvals being obtained for such program, and a portion of the Jobs Contribution Grant contributed by the Project Developers pursuant to Article 26B of the Boston Zoning Code being made available for such program; and (d) provide a program for family day care coordination to assist the neighborhoods in the initial process of licensing child care facilities, to train providers of home care services, to provide space for activities for children, to coordinate a lending library of toys and to coordinate centralized billing.

- (v) Significant Architectural Features (supporting the requested seven (7) year extension).

The Project will result in the renovation of an historic landmark, a project which many had considered economically infeasible. However, converting an old retail and storage facility into a modern research and development facility presents numerous unusual design and construction features in order to make the Project possible. Some of these features are described in the letter of Notter Finegold & Alexander attached hereto in Appendix G-1 and the report attached hereto in Appendix G-2. The Sears Building is a classic example of Art Deco design which will be carefully restored by one of the City's preeminent restoration architects. Instead of losing an important historical resource, the Project will result in the retention of this resource and its conversion to an important economic, as well as historic, resource for the neighborhood and the City.

The Project is clearly consistent with the public policy of encouraging the growth of the biomedical research field in the City of Boston and, in particular, in this area adjacent to the Longwood Medical Neighborhood. However, the conversion of a facility like the Sears Building into a research and development facility results in an enormous financial burden on the developers of the Project. The Project will provide numerous public amenities and other public benefits as described above and elsewhere in this Application and has broad support from persons within the community and throughout the City of Boston. All of these factors provide ample reason for granting the requested extension.

5. Development Schedule

Commencement of Phase 1A will occur with the acquisition of the Project Area by OPA and the 1A Partnership, which the Applicant expects to occur by the end of 1991 or early 1992. Commencement of Phase 1B will depend upon marketing and financing considerations. A tentative development schedule for Phase 1A is attached as Appendix S.

6. Public Use and Benefit

The Applicant believes that the carrying out of the Project constitutes a public use and benefit for the reasons set forth in Section 3(f) above, and for the following additional reasons:

(a) In accordance with the Development Plan previously approved by the Authority, the Project will provide numerous public benefits, including:

- physical and economic revitalization of the Fenway area, including job opportunities and neighborhood services;
- construction of the Emerald Necklace Park and return of the 1.6 acre Emerald Necklace Parcel to the Emerald Necklace Park System as designed by Frederick Law Olmsted;
- contributions by the Project Developers under Boston's housing and jobs linkage programs;
- the funding of a study by a labor market economist of unemployed and underemployed Fenway area residents to assist with the allocation of jobs linkage program contributions;
- creation of a job training, counseling and referral center occupying at least 2,000 square feet;
- allotment of at least 8,000 square feet of indoor space and additional outdoor space for a day care center to serve at least 100 children;
- a \$50,000 contribution to the Boston Transportation Department to conduct an area-wide transportation study;
- a \$500,000 contribution for traffic mitigation measures to be effected by the Boston Transportation Department in the Fenway area;
- institution of a Commuter Mobility Program to maximize use of mass transit and ridesharing by Project users and visitors;
- contributions of up to \$300,000 for traffic improvements in connection with Phase 2 of the Project;
- execution of a Boston Residents Construction Employment Plan consistent with the Boston Residents Jobs Policy to ensure that good faith efforts are made to meet the Boston Residents Construction Employment Standards;
- adoption of an Employment Opportunity Plan whereby the Project Developers shall use good faith efforts to make available to Boston residents 50% of

certain employment opportunities generated by the Project; and

- execution of a First Source Agreement with the Mayor's Office of Jobs and Community Services providing for use of the services of the Private Industry Council sponsored by "Boston for Boston" placement office employment referrals.

The above-listed public benefits are more particularly described in Section 4(e) hereof, in the Development Plan, in the Cooperation Agreement for Planned Development Area No. 36 dated December 13, 1989 between the Authority and OPA, as amended by Amendment to Cooperation Agreement for Planned Development Area No. 36 dated October 15, 1991 between the Authority and OPA (the "Cooperation Agreement"), in the Development Impact Project Agreement Including Provisions for the Jobs Contribution Grant for Planned Development Area No. 36 dated December 13, 1989 between the Authority and OPA, as amended by Amendment to Development Impact Project Agreement Including Provisions for the Jobs Contribution Grant for Planned Development Area No. 36 dated October 15, 1991 between the Authority and OPA (the "DIP Agreement"), and in the Transportation Access Plan Agreement between The City of Boston Transportation Department and OPA dated April 9, 1990, as amended by Amendment to Transportation Access Plan Agreement between the City of Boston Transportation Department and OPA dated October 15, 1991 (the "TAP Agreement"). (The Cooperation Agreement, as amended, is attached hereto as Appendix R, and the DIP Agreement and the TAP Agreement, each as amended, are both attached hereto in Appendix T.) All of the benefits described above and set forth in the Development Plan, the Cooperation Agreement, the DIP Agreement and the TAP Agreement shall be provided as part of the Project in the manner set forth herein and therein.

The Project is in line with the overall planning and development objectives of the City. In Resolutions of the Boston Redevelopment Authority Regarding Olmsted Plaza Development Plan, dated November 30, 1989 (the "1989 Resolutions") and in a Resolution of the Boston Redevelopment Authority dated August 21, 1991 (the "1991 Resolution"), the Authority made the finding that the Development Plan for the Project and Phase 2 conform to the general plan for the City as a whole. The 1991 Resolution reconfirmed the 1989 Resolutions and reaffirmed the findings made therein. Such findings by the Authority in 1989 and 1991 confirm that the Project is in line with overall planning and development objectives of the City.

(b) The Project will totally eliminate the decadent conditions in the Project Area. The Project will eliminate the dilapidated warehouse additions to the Sears Building,

rehabilitate the now-vacant Sears Building for productive uses, create a well-designed and landscaped research center on the Olmsted Plaza Site and improve the condition of the Van Ness Site. Furthermore, in the 1989 Resolutions and the 1991 Resolution the Authority found that the Project, together with Phase 2, would turn an underutilized site in the Fenway into a physical and financial asset and that, through the use of materials and designs which are harmonious with the surrounding neighborhoods, the Fenway area will be strengthened without compromising the historical and architectural integrity of such area.

(c) The Project has the support of owners and users of buildings and land in the adjacent areas, including the [Fenway, Audubon Circle and Mission Hill neighborhoods, and the Longwood Medical area]. See, for example, the letters in support of the Project attached as Appendix U.

(d) The impact of the Project is sufficient to warrant its approval under Chapter 121A:

(i) It is estimated that a total of over 1,700 construction jobs will be generated by the Project.

(ii) It is estimated that over 4,200 permanent jobs will be supported by the completed Project. The Applicant anticipates that many new jobs will be created by new and expanded research and development organizations and related businesses locating in the Project. With the location of research laboratories and related uses to the Project, supporting services such as other medical and scientific business, as well as retailers, restaurants, banks and other services will locate in and around the Project. In addition to job creation, the planned transportation improvements, the Emerald Necklace Park and other amenities planned in connection with the Project will contribute to the economic benefits of the Project for the immediate neighborhood.

(iii) The Project will significantly contribute to meeting the critical needs of the community for employment, neighborhood services, child care, public open space and transportation improvements.

(iv) The numerous public benefits and amenities to be provided in connection with the Project, as more particularly set forth in Sections 3(f), 4(a) and 6 hereof, far exceed the amenities that would normally result from a development project in the Fenway area.

(e) The Project will improve the vehicular and pedestrian safety of the area by mitigating existing traffic problems through, among other things, contributions to capital improvements

to be implemented by BTB, providing additional parking capacity, creating well-lighted and more convenient pedestrian ways and reducing air and noise pollution. Specific measures to minimize traffic generation by the Project are set forth in the TAP Agreement attached hereto as Appendix T.

Furthermore, the Project Area is ideally situated for pedestrian access given its location as the link between the Fenway area and the Longwood Medical Area on one side and Audubon Circle and its connection to the Boston University community on the other side. With its proximity to Fenway Park Station on the D Branch of the Green Line and bus routes originating in nearby Kenmore Square, the Project Area is within the hub of the area transit system where subway and bus routes converge. The roadway access to and from the Project is also well-linked via Park Drive and Brookline Avenue to access Storrow Drive and other major routes without the need for traffic to travel distances on neighborhood streets.

7. Why the Project Needs Chapter 121A Aids

The Project requires Chapter 121A aids because, in light of the current condition of the regional economy, the Project could not be developed, and the public benefits to be provided in connection with the Project would not be possible without designation and approval under Chapter 121A. The major tenants of Unit 1A, who are also to have expansion rights with respect to Unit 1B, are non-profit organizations for whom the excise payment under Chapter 121A is a crucial financial factor enabling them to commit to the Project. Without this financial incentive, these tenants -- who are also among the principal research and medical teaching institutions in the region -- would not be able to consider the Project a feasible alternative in their search for research and development space. As non-profit organizations, these institutions have the benefit of the real estate tax exemption for any land which they own or would acquire. Another critical factor is that such non-profit research and teaching institutions must compete for research grants as a source of income. The predictable level of tax payments available under Chapter 121A would assist these institutions in maintaining a consistent and reasonable overhead rate and allow them to compete more effectively for grants. For the Project to attract such institutions as tenants, Chapter 121A aids are necessary.

Furthermore, significant additional building costs will be incurred for the rehabilitation of a certified historic building such as the Sears Building. Reasons for additional construction costs for rehabilitation construction of the Sears Building and the installation of building systems are highlighted in the letter from Notter Finegold + Alexander attached as Appendix G-1. In order for the Sears Building to be adapted to a new use, Chapter

121A aids are necessary so that the Project may be competitive with other available research and development space in Boston and the surrounding communities.

The public benefits to be provided in connection with the Project, which are set forth in detail in Sections 4(e) and 6 hereof, have been conceived by, and are the product of the concerted efforts of, the City and the Commonwealth in their commitment to a community-based planning and development process unique to Boston. Without the benefit of governmental intervention by approval of this Application, the development of the Project Area will be severely jeopardized, along with the public benefits to be generated by the Project. The permanent and comprehensive elimination of the decadent conditions of the Project Area cannot be accomplished by the ordinary operations of private enterprise, but require the aids of Chapter 121A.

8. Jobs -- Boston Resident Preference

The Applicant shall cause the general contractors for the Project, to the best of the contractor's ability, to grant preference in hiring to Boston residents during the construction period. Each of the Project Developers will execute a Boston Residents Construction Employment Plan providing that the general contractors, and those engaged by the general contractors for construction of the Project on a craft by craft basis, will be required to use good faith efforts to meet the following Boston Residents Construction Employment standards: (1) at least 50% of the total employee worker hours in each trade shall be by Boston Residents; (2) at least 25% of the total employer worker hours in each trade shall be by minorities; and (3) at least 10% of the total employee worker hours shall be by women.

Each of the Project Developers will also execute a Memorandum of Understanding and First Source Agreement in connection with the Project. Under the Memorandum of Understanding, an employment opportunity plan will be created whereby good faith efforts will be used to provide that 50% of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement will provide for the Applicant to use the services of the "Boston for Boston" placement office employment referrals sponsored by the Private Industry Council before undertaking general recruitment for entry level positions within the Project.

9. Affirmative Action

The Applicant agrees that neither the 1A Partnership nor OPA shall discriminate against any employee, applicant for employment, tenant or applicant for tenancy because of race, color, religious creed, national origin, age, or sex, and that the contractors and

subcontractors for the Project will be required not to so discriminate. Further, the 1A Partnership and OPA shall comply, and shall require such contractors to comply, in all other respects with the "Equal Opportunity Compliance Policy" of the Authority under the supervision of the Authority's Compliance Officer. The 1A Partnership and OPA shall also require the contractors and subcontractors for management of the Project to comply with the foregoing.

The 1A Partnership and OPA will also undertake with respect to the Project the measures described in the Cooperation Agreement and summarized in Sections 4(e) and 6 hereof.

10. Additional Determinations, Findings & Approvals

(a) By approval of this Application, the Authority specifically waives any procedural requirements of the Authority's aforesaid Rules and regulations with which this Application is not in conformity, and grants all approvals needed for the Project to be undertaken as herein set forth.

(b) By approval of this Application, the Authority agrees that (i) neither OPA nor the 1A Partnership nor the owner of any Subunit or other severable portion of the Project Area (any Subunit or other severable portion of the Project Area is referred to herein as a "Severable Area") shall have any personal liability hereunder or under any agreement or undertaking related hereto, all such liability being limited solely to the assets and property of the applicable Phase or Subphase; (ii) neither OPA nor the 1A Partnership nor the owner of any Severable Area shall have any obligations hereunder with respect to the carrying out of the Project except as specifically set out herein or in any agreements entered into as required hereby; (iii) each and every obligation and condition contained herein or in any agreement or undertaking related hereto is and shall be construed to be a separate and independent covenant applying separately to OPA, the 1A Partnership, and the owner of any Severable Area, respectively, and a default by the 1A Partnership, OPA or the owner of any Severable Area under the approval hereof or under any agreement or undertaking related hereto shall not constitute a default by any other such party; (iv) the liability of each of the 1A Partnership, OPA and the owner of any Severable Area shall be limited solely to the respective assets and property of each such party with respect to Phase 1A, Phase 1B and Phase 2 or any Subphase, as applicable, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of such party from time to time, or such person's or entity's separate assets or property shall have or be subject to any liability hereunder; (v) the vote of the Authority approving this Application shall be final when such vote is taken but such approval shall not become effective until the later of the date on

which the 1A Partnership acquires Unit 1A and OPA acquires the OPA Property or January 1, 1992 and shall continue subject to the terms hereof for the fifteen (15) year period specified in Chapter 121A, as such period is extended for seven (7) additional years for the reasons set forth in Section 4(e) hereof, for a total of twenty-two (22) years, and neither Phase 1A, Phase 1B, Phase 2, the 1A Partnership, nor OPA shall thereafter be subject to the obligations of Chapter 121A, nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of the approval of this Application; (vi) all of the provisions hereof shall be binding upon and inure to the benefit of OPA, the 1A Partnership and the owner of each Severable Area and their respective successors and assigns; and (vii) whenever in the future any notice, agreement, consent or any other action is required of the Applicant hereunder, the same shall be treated as authorized and sufficient if given or taken by OPA, or, from and after the effective date hereof, the 1A Partnership with respect to Phase 1A and OPA with respect to Phase 1B and Phase 2, or, from and after the creation of any Severable Area, the owner of such Severable Area with respect to the corresponding Subphase.

(c) By its approval of this Application, the Authority hereby (i) approves (x) the Minimum Financing, Construction Maintenance and Management Standards for Phase 1A attached hereto as Appendix K-1 and the Minimum Financing, Construction, Maintenance and Management Standards for Phase 1B and Phase 2 attached hereto as Appendix K-2, (y) the Proposed Regulatory Agreement for Phase 1A attached hereto as Appendix V-1 and the Proposed Regulatory Agreement for Phase 1B and Phase 2 attached hereto as Appendix V-2, and (z) the Subparcel 1A Limited Partnership Agreement Not to Dispose of Interests for Phase 1A attached hereto as Appendix W-1 and the Olmsted Plaza Associates Agreement Not to Dispose of Interests for Phase 1B and Phase 2 attached hereto as Appendix W-2 (the agreements referenced in (y) and (z) are collectively as the "Regulatory Agreements"); (ii) authorizes the Director to take any action and to execute in the name of, and on behalf of the Authority, the Regulatory Agreements, which may be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority and the City, with such changes to the Regulatory Agreements as the Director, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any such Regulatory Agreements or taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; and (iii) approves the Section 6A Contract of Subparcel 1A Associates Limited Partnership for Phase 1A attached hereto as Appendix P and the Section 6A Contract of Olmsted Plaza Associates for Phase 1B and Phase 2 attached hereto as Appendix Q (collectively, the "6A Agreements"), subject to any changes to the 6A Agreements as the Commissioner of Assessing shall determine to be necessary or desirable.

(d) The Authority hereby grants permission for the Project to deviate from such zoning, health and fire laws, codes, ordinances and regulations as set forth in Appendix X attached hereto and made a part hereof, and the Authority hereby finds that such permission may be granted without substantially derogating from the intent and purposes of such laws, codes, ordinances and regulations. Without limiting the foregoing, the Authority hereby grants permission for the portions of the Project constituting the Sears Building to deviate from Section 26A $\frac{1}{2}$ of Chapter 148 of the Massachusetts General Laws as set forth in Appendix X with respect to the schedule for installation of automatic sprinklers, and the Authority hereby finds that the schedule for installation of automatic sprinklers has been specified in Appendix X and that such method of scheduling installation will sufficiently satisfy the intent and purposes of Chapter 148 of the Massachusetts General Laws. The Authority also hereby grants permission for the construction of parking garages on the Olmsted Plaza Site and on the Van Ness Site consistent with this Application within 500 feet of one or more buildings occupied in whole or in part as a public or private school having more than 50 pupils, and as a public or private hospital having more than 25 beds, and as a church, as set forth in Section 3(d) of this Application, and hereby finds that the construction of parking garages on the Olmsted Plaza Site and on the Van Ness Site consistent with this Application within 500 feet of one or more of such buildings occupied in whole or in part as a public or private school, as a public or private hospital, and as a church, as set forth in Section 3(d) and Appendix X of this Application will not be substantially detrimental to such schools, hospitals or churches.

(e) Upon request of OPA, the Authority may terminate any approvals now or hereafter given by the Authority relative to the Project. After the creation of the 1A Partnership, upon the request of the 1A Partnership, the Authority may terminate any approvals now or hereafter given by the Authority relative to Phase 1A, and upon the request of OPA, the Authority may terminate any approvals now or hereafter given by the Authority relative to Phase 1B and Phase 2. After the creation of any Severable Area, upon the request of the owner of such Severable Area, the Authority may terminate any approvals now or hereafter given by the Authority relative to such Severable Area. The effective date of any such termination shall be such date as may be approved by the Authority, and such termination shall be subject to such other terms and conditions as the Authority deems appropriate. Following any such termination, the Project and the Project Area, or the applicable portion thereof, shall no longer be subject to the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts or of Chapter 652 of the Acts of 1960, both as amended, and thereafter shall neither enjoy the

benefits of nor be subject to the provisions of said laws or regulations thereunder.

(f) The obligations of the 1A Partnership pursuant to this Application are conditioned in all respects upon the issuance, as applicable, to the 1A Partnership of all permissions, variances, permits and licenses that may be required with respect to the construction, maintenance and management of Phase 1A, whether or not the same are specified in this Application, upon Phase 1A being exempt from taxation under Section 10 of Chapter 121A and upon the gross income of the 1A Partnership for purposes of Section 10 of Chapter 121A being limited to gross income actually received by the 1A Partnership. The obligations of OPA pursuant to this Application are conditioned in all respects upon the issuance, as applicable, to OPA of all permissions, variances, permits and licenses that may be required with respect to the construction, maintenance and management of Phase 1B and Phase 2, whether or not the same are specified in this Application, upon Phase 1B and Phase 2 being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of OPA for purposes of Section 10 of Chapter 121A being limited to gross income actually received by OPA. The obligations of the owner of any Severable Area pursuant to this Application are conditioned in all respects upon the issuance, as applicable, to the owner of such Severable Area of all permissions, variances, permits and licenses that may be required with respect to the construction, maintenance and management of the Subphase corresponding to such Severable Area, whether or not the same are specified in this Application, upon said Subphase being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of the owner of such Severable Area for purposes of Section 10 of Chapter 121A being limited to gross income actually received by said owner. Neither the 1A Partnership nor OPA nor the owner of any Severable Area shall be held in any way liable for delays which may occur in the construction, repair and maintenance of Phase 1A, Phase 1B, Phase 2 or a Subphase, as applicable, or failure to perform its obligations under this Application or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the reasonable control of the 1A Partnership or OPA or the owner of such Severable Area, as applicable. The 1A Partnership, OPA, and the owner of any Severable Area shall each use due diligence to secure all such permissions, variances, permits and licenses and to overcome all such delays.

11. List of Appendices

- | | |
|-----|---|
| A | Olmsted Plaza Associates Partnership Agreement |
| B-1 | Draft Agreement of Limited Partnership of Subparcel 1A Associates Limited Partnership |

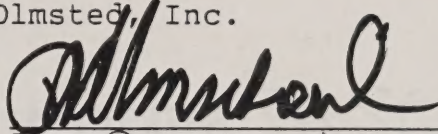
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 H List of owners of land which abuts land abutting the Project
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 K-1 Minimum financing, construction, maintenance and management
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 O Disclosure Statement Concerning Beneficial Interests
 P Draft Section 6A contract of Subparcel 1A Associates Limited
 Partnership for Phase 1A
 Q Draft Section 6A contract of Olmsted Plaza Associates for
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 R Cooperation Agreement, as amended
 S Tentative Development Schedule
 T Development Impact Project Agreement, as amended, and
 Transportation Access Plan Agreement, as amended
 U Letters in support of the Project
 V-1 Proposed Regulatory Agreement for Phase 1A
 V-2 Proposed Regulatory Agreement for Phase 1B and Phase 2
 W-1 Subparcel 1A Associates Limited Partnership Agreement Not To
 Dispose of Interests for Phase 1A
 W-2 Olmsted Plaza Associates Agreement Not To Dispose of Interests
 for Phase 1B and Phase 2
 X Deviations From Codes and Ordinances
 Y-1 Environmental Notification Form
 Y-2 Final Project Impact Report/Final Environmental Impact Report

EXECUTED THIS 18th DAY OF October, 1991.

OLMSTED PLAZA ASSOCIATES,
a Massachusetts general partnership

By: JMB/Olmsted Limited Partnership, its
general partner

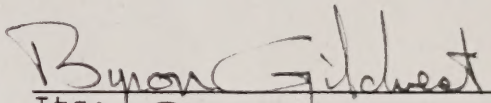
By: JMB/Olmsted, Inc.

By: 

Its: President

By: Macomber-Olmsted Plaza Associates
Limited Partnership

By: MOPA, Inc.

By: 

Its: President

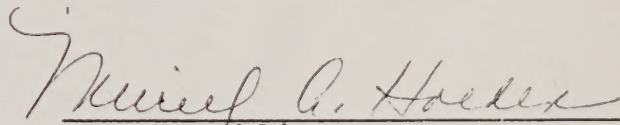
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 17, 1991

Then personally appeared the above-named RR. VMSCHOLD, PRES.
the RR. Vmschold of JMB/Olmsted, Inc., and, being duly
sworn, acknowledged the foregoing instrument to be the free act
and deed of JMB/Olmsted, Inc. and made oath that, to the best of
his/her knowledge and belief, the statements contained in the
foregoing Application are true.

Before me,


Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

5-66K , ss.

October 18, 1991

Then personally appeared the above-named Byron Gilcrest, the President of MOPA, Inc., and, being duly sworn, acknowledged the foregoing instrument to be the free act and deed of MOPA, Inc. and made oath that, to the best of his/her knowledge and belief, the statements contained in the foregoing Application are true.

Before me,

Kathleen R. Sturges
Notary Public

My commission expires: 9/11/92

OLMSTED PLAZA ASSOCIATES

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OLMSTED PLAZA ASSOCIATES

PARTNERSHIP AGREEMENT

June 26, 1989

Olmsted Plaza Associates

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Olmsted Plaza Associates

Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made and entered into as of June 26, 1989 by and between JMB/Olmsted Limited Partnership, an Illinois limited partnership ("JMB/Olmsted") and Macomber ^{Massachusetts} ~~Olmsted~~ Plaza ~~Associates~~ Limited Partnership, a ~~Delaware~~ ^{Massachusetts} limited partnership ("MOPA").

W I T N E S S E T H:

The parties desire to enter into this Partnership for the purposes of: (i) acquiring three parcels of real property commonly known as (a) Sears Catalog Merchandise Distribution Center located at 201 Brookline Avenue, (b) a surface parking lot located at the northwest corner of Jersey Way and Peterborough Street, and (c) a surface parking lot located at the southwest corner of Yawkey Way and Van Ness Street, all of which are situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, and are legally described as Parcel I, Parcel II and Parcel III, respectively, on Exhibit A attached hereto and made a part hereof, together with all improvements, buildings, structures, and attached fixtures located thereon and all rights, privileges, easements and appurtenances, if any, thereunto belonging, and certain personal property used in connection with the operation of such real property (such real and personal property, collectively, is referred to herein as the "Property");

(ii) redeveloping the Property into a mixed-use complex including, but not limited to, convenience retail incidental to other Property uses, commercial office space, medical research and/or administrative facilities, hotel space and parking garage space, all as the Partners shall hereafter mutually agree (the Property, as it shall be redeveloped by the Partnership, is referred to herein as the "Project"); (iii) owning and operating the Project, together with any other property which the Partnership may hereafter acquire, in the manner set forth in this Agreement; and (iv) causing the parcel of land described as Parcel IV on Exhibit A to be conveyed to the City of Boston or another governmental agency or non-profit organization for restoration as part of the Olmsted "Emerald Necklace" park system.

NOW, THEREFORE, for and in consideration of the premises hereof, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JMB/Olmsted and MOPA hereby covenant, stipulate and agree as follows:

ARTICLE I

DEFINITIONS

For the purposes of and as used in this Agreement, the following terms shall have the following meanings:

Additional Contributions. The term "Additional Contributions" shall have the meaning given in Section 5.2 hereof.

Administrative Officer. The term "Administrative Officer" shall have the meaning given in Section 10.3 hereof.

Affiliate. The term "Affiliate" shall mean a corporation, partnership or other entity or person which or in which a Partner, either directly or indirectly through one or more intermediaries, (a) controls or has the right to control, (b) is controlled by or (c) is under common management control with the other specified corporation, partnership or other entity or person, (d), in the case of JMB/Olmsted, is controlled by Neil G. Bluhm or Judd D. Malkin, their respective family members or trusts established for their benefit or the benefit of such family members, or (e) in the case of MOPA, is George Macomber, Byron Gilchrest, Anthony Pangaro, or any entity controlled by any of them, or their family members, or any trusts established for their benefit or the benefit of such family members.

Aggregate Partnership Capital. The term "Aggregate Partnership Capital" shall have the meaning given in Section 5.3 hereof.

Base Amount. The term "Base Amount" shall have the meaning given in Section 5.3 hereof.

Board Representatives. The term "Board Representatives" shall have the meaning given in Section 10.1 hereof.

Borrower. The term "Borrower" shall have the meaning given in Section 13.3.f hereof.

Budget. The term "Budget" shall have the meaning given in Section 10.4 hereof.

Capital Account. The term "Capital Account" of a Partner shall mean that account maintained for the Partner in accordance with Article VI hereof.

Carrying Value. The term "Carrying Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Carrying Value of any asset contributed (or deemed contributed) to the Partnership shall be such asset's gross fair market value at the time of such contribution;

(ii) The Carrying Values of all Partnership assets shall be adjusted to equal their respective gross fair market values at the times specified in clause (d) of Article VI if the Partnership has elected to adjust the Partners' Capital Accounts as provided in such clause (d); and

(iii) If the Carrying Value of an asset has been determined pursuant to clause (i) or (ii) of this definition, such Carrying Value shall thereafter be adjusted in the same manner as would the asset's adjusted basis for federal income tax purposes except that depreciation deductions shall be computed in accordance with clause (i) of the definition of "Net Profits" and "Net Losses."

Cash Flow Available for Distribution. The term "Cash Flow Available for Distribution" shall mean, with respect to any fiscal period, the sum of all cash receipts of the Partnership from rents, lease payments, and any and all other sources (including any amounts earned on the Partnership's operating reserve account, capital contributions, sale proceeds and refinancing proceeds), less the sum of the following amounts:

(i) cash disbursements for insurance, real estate taxes, legal expenses, sales or brokerage commissions, management expenses, utilities, repairs and maintenance, accounting, statistical or bookkeeping services or equipment, salaries, advertising and promotion, and any and all other items which are customarily considered to be "operating expenses" of the Partnership, including, without limitation, fees payable in accordance with Article XII;

(ii) payments of interest, principal and premium under any indebtedness of the Partnership to third parties;

(iii) payments made for capital construction; acquisitions, alterations or improvements by the Partnership;

(iv) cash disbursed or to be disbursed in connection with or as an expense of any financing, refinancing, sale or other disposition of any assets of the Partnership; and

(v) reasonable reserves established by the Partners.

Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

Completion. The term "Completion" shall mean the date of issuance of the first certificate of occupancy issued by a governmental authority for any building constituting a portion of the Project.

Construction Loan. The term "Construction Loan" shall mean the construction loan financing(s) for the Project.

Controlling Persons. The term "Controlling Persons" shall have the meaning given in Section 13.3.c hereof.

Deemed Capital. The term "Deemed Capital" shall have the meaning given in Section 5.3 hereof.

Defaulting Partner. The term "Defaulting Partner" shall have the meaning given in Section 5.3 hereof.

Deficit Amount. The term "Deficit Amount" shall have the meaning given in Section 5.3 hereof.

ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

Event of Dissolution. The term "Event of Dissolution" shall mean any one of the events set forth in Section 14.2 hereof.

Excess Negative Balance. The term "Excess Negative Balance" for a Partner shall mean the excess, if any, of (i) the negative balance in a Partner's Capital Account after reducing such balance by the net adjustments, allocations and distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) which, as of the end of the Partnership's taxable year are reasonably expected to be made to such Partner, over (ii) the sum

of (A) the amount, if any, which the Partner is required to restore to the Partnership upon liquidation of his interest in the Partnership (or which is so treated pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c)), (B) the Partner's share (as determined under Treasury Regulation Section 1.704-1T(b)(4)(iv)(f)) of the Partnership's Minimum Gain computed solely with respect to Nonrecourse Debt other than Partner Nonrecourse Debt, (C) the Partner's share (as determined under Treasury Regulation Section 1.704-1T(b)(4)(iv)(h)(5)) of the Partnership's Minimum Gain computed solely with respect to any Partner Nonrecourse Debt for which the Partner bears the economic risk of loss and (D) the Partner's share (as determined under Code Section 752) of any recourse indebtedness of the Partnership to the extent that such indebtedness could not be repaid out of the Partnership's assets if all of the Partnership's assets were sold at their respective Carrying Values as of the end of the fiscal year or other period and the proceeds from the sales were used to pay the Partnership's liabilities. For purposes of clause (D) above, the amounts computed pursuant to clause (A) above for each Partner shall be considered to be proceeds from the sale of the assets of the Partnership to the extent such amounts would be available to satisfy (directly or indirectly) the indebtedness specified in clause (D).

Fair Market Value. The term "Fair Market Value" shall have the meaning given in Section 15.3 hereof.

Financing Inducements. The term "Financing Inducements" shall have the meaning given in Section 5.2 hereof.

Holder. The term "Holder" shall have the meaning given in Section 13.3.a hereof.

Institutional Lender. The term "Institutional Lender" shall have the meaning given in Section 13.3.f hereof.

JMB/Olmsted. The term "JMB/Olmsted" shall mean JMB/Olmsted Limited Partnership, an Illinois limited partnership.

Loaning Partner. The term "Loaning Partner" shall have the meaning given in Section 5.3 hereof.

Major Decisions. The term "Major Decisions" shall mean those major decisions set forth in Section 10.2 hereof.

MDA. The term "MDA" shall mean Macomber Development Associates, L.P., a Delaware limited partnership.

Minimum Gain. The term "Minimum Gain" for the Partnership shall mean the amount determined by computing, with respect to each Nonrecourse Debt of the Partnership, the amount of Net Profit, if any, that would be realized by the Partnership if it disposed of the property securing such debt in full satisfaction thereof, and by then aggregating the amounts so computed. For purposes of determining the amount of such Net Profit with respect to a debt, the Carrying Value of the asset securing the debt shall be allocated among all the debt that the asset secures in the

manner set forth in Treasury Regulation Section 1.704-1T(b)(4)(iv)(c) and Treasury Regulation Section 1.704-1T(b)(4)(iv)(h)(6) (or successor provisions).

MOPA. The term "MOPA" shall mean Macomber Olmsted Plaza Associates Limited Partnership, a Massachusetts limited partnership.

MPL. The term "MPL" shall mean Macomber Properties Limited, L.P., a Delaware limited partnership.

Net Profits and Net Losses. The terms "Net Profits" and "Net Losses" shall mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be separately stated pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) computed with the following adjustments:

(i) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Partnership's assets rather than upon the assets' adjusted bases for federal income tax purposes, and, in particular, the amount of any deductions for depreciation or amortization with respect to an asset for a period shall equal such asset's Carrying Value multiplied by a fraction the numerator of which shall be the amount of depreciation or amortization with respect to such asset allowable for federal income tax

for such period and the denominator of which shall be such asset's adjusted basis;

(ii) Any tax-exempt income received by the Partnership shall be included as an item of gross income;

(iii) The amount of any adjustments to the Carrying Values of any assets of the Partnership pursuant to Code Section 743 shall not be taken into account; and

(iv) Any expenditure of the Partnership described in Code Section 705(a)(2)(B) (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to Treasury Regulations under Code Section 704(b)) shall be treated as a deductible expense.

Nonrecourse Debt. The term "Nonrecourse Debt" shall mean any liability of the Partnership that either (i) is treated as nonrecourse for purposes of Treasury Regulation Section 1.1001-2 or (ii) with respect to which the creditor's right to repayment is limited to one or more of the assets of the Partnership.

Offeree Partner. The term "Offeree Partner" shall have the meaning given in Section 16.2 hereof.

Offering Partner. The term "Offering Partner" shall have the meaning given in Section 16.2 hereof.

Other Partner. The term "Other Partner" shall have the meanings given in Section 13.3.b and Section 13.4 hereof.

Partner. The term "Partner" shall mean any single member of the Partnership at any given time and from time to time, initially JMB/Olmsted or MOPA, and all successors and permitted assignees of any Partner.

Partner Nonrecourse Debt. The term "Partner Nonrecourse Debt" shall mean any Nonrecourse Debt of the Partnership with respect to which a Partner or an affiliate of a Partner bears the economic risk of loss within the meaning of Treasury Regulation Section 1.704-1T(b)(4)(iv)(k)(1).

Partners. The term "Partners" shall mean all members of the Partnership collectively at any given time and from time to time, initially JMB/Olmsted and MOPA, and all successors and permitted assignees of the Partners.

Partnership. The term "Partnership" shall mean the Massachusetts general partnership created pursuant to this Agreement.

Permanent Loan. The term "Permanent Loan" shall mean the permanent loan financing(s) for the Project.

Permitted Transfer. The term "Permitted Transfer" shall have the meaning given in Section 13.3 hereof.

Pledgee. The term "Pledgee" shall have the meaning given in Section 13.3.f hereof.

Prime Rate. The term "Prime Rate" shall mean and be defined as the rate publicly announced from time to time by The Bank of New England, N.A., Boston, Massachusetts as its Prime Rate.

Project. The term "Project" shall have the meaning given in the Witness clause.

Project Officers. The term "Project Officers" shall have the meaning given in Section 10.1 hereof.

Property. The term "Property" shall have the meaning given in the Witness clause.

Purchaser. The term "Purchaser" shall have the meaning given in Section 13.3.f hereof.

Purchasing Partner. The term "Purchasing Partner" shall have the meaning, within the context of Article XV hereof, given in Section 15.2 hereof and, within the context of Article XVI hereof, given in Section 16.3 hereof.

Receiving Partner. The term "Receiving Partner" shall have the meaning given in Section 13.4 hereof.

Respective Interests. The term "Respective Interests" shall have the meaning given in Article VII hereof.

Selling Partner. The term "Selling Partner" shall have the meanings given in Section 13.3, Section 13.4 and Section 16.3 hereof.

Terminated Partner. The term "Terminated Partner" shall have the meaning given in Section 15.2 hereof.

Valuation Date. The term "Valuation Date" shall have the meaning given in Section 15.3 hereof.

ARTICLE II

THE PARTNERSHIP

2.1 Formation. The Partners do hereby create, establish, form and enter into the Partnership solely for the limited purposes and within the limited scope set forth in this Agreement and for no other purpose or purposes whatsoever.

2.2 Name. The business affairs of the Partnership shall be conducted under the name Olmsted Plaza Associates or such other name as shall hereafter be agreed upon by the Partners.

2.3 Principal Place of Business. The principal place of business of the Partnership is located at c/o JMB/Urban Development Co., Four Copley Place, Suite 600, Boston, MA 02116, and may subsequently be located at such other place as the Project Officers may from time to time determine.

2.4 Governing Law. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the management, administration, operation and termination of the Partnership shall be governed by the Uniform Partnership Act as enacted in the Commonwealth of Massachusetts.

2.5 Nature of Partnership Interests. A Partner's interest in the Partnership shall be personal property for all purposes. The Project and all other property, both real and personal, owned by the Partnership shall be deemed to be owned by the Partnership as an entity and no Partner, individually, shall have any ownership of or other interest in such Partnership property.

2.6 Term. The term of the Partnership shall commence upon the date of this Agreement and shall continue for a term of 45 years, unless the Partnership is sooner terminated in accordance with this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 JMB/Olmsted. To induce MOPA to execute, deliver and perform its obligations under this Agreement, JMB/Olmsted hereby makes the following representations and warranties:

a. Due Organization. JMB/Olmsted is a duly organized limited partnership validly existing under the laws of the State of Illinois.

b. Authority. The execution, delivery and performance of this Agreement by JMB/Olmsted have been authorized by all necessary actions of JMB/Olmsted, and this Agreement is the valid, legal and binding obligation of JMB/Olmsted enforceable against JMB/Olmsted in accordance with its terms. No consent or permission for the execution and delivery of this Agreement or for the transactions contemplated by this Agreement is required under any covenant, agreement or encumbrance to which JMB/Olmsted or any Affiliate is a party or under any law or regulation of any governmental entity or jurisdiction.

c. Litigation. As of the date of this Agreement, there is no action, suit or proceeding pending or, to the best knowledge of JMB/Olmsted, threatened, before any court,

administrative agency or other governmental authority wherein an unfavorable decision, ruling or finding would prevent consummation of this Agreement; and to the best knowledge of JMB/Olmsted, JMB/Olmsted is not in violation of, or in default with respect to, any judgment, order, writ, injunction, decree or rule of any court, administrative agency, governmental authority or in any material respect under any regulation of any governmental agency or authority, which violation or default would prevent consummation of this Agreement.

d. No Default. As of the date of this Agreement, there is not, as the result of any actions or omissions by JMB/Olmsted or any Affiliate of JMB/Olmsted, any state of facts, circumstances, conditions or events which would, after notice or lapse of time or both, constitute, or result in, a default by JMB/Olmsted or any Affiliate of JMB/Olmsted under any agreement or instrument to which JMB/Olmsted or any Affiliate of JMB/Olmsted is now a party or by which the property of JMB/Olmsted or any Affiliate of JMB/Olmsted is now bound, which default could have a material adverse effect on JMB/Olmsted's ability to perform its obligations hereunder.

3.2 MOPA. To induce JMB/Olmsted to execute, deliver and perform its obligations under this Agreement, MOPA hereby makes the following representations and warranties:

a. Due Organization. MOPA is a duly organized and validly existing limited partnership in good standing under the laws of the Commonwealth of Massachusetts.

b. Authority. The execution, delivery and performance of this Agreement by MOPA have been authorized by all necessary actions of MOPA, and this Agreement is the valid, legal and binding obligation of MOPA enforceable against MOPA in accordance with its terms. No consent or permission for the execution and delivery of this Agreement or, except to the extent described in Section 13.3.c or as set forth in Exhibit B attached hereto and made a part hereof, for the transactions contemplated by this Agreement is required under any covenant, agreement or encumbrance to which MOPA or any Affiliate of MOPA is a party or under any law or regulation of any governmental entity or jurisdiction.

c. Litigation. As of the date of this Agreement, there is no action, suit or proceeding pending or, to the best knowledge of MOPA, threatened, before any court, administrative agency or other governmental authority wherein an unfavorable decision, ruling or finding would prevent consummation of this Agreement; and, to the best knowledge of MOPA, MOPA is not in violation of, or in default with respect to, any judgment, order, writ, injunction, decree or rule of any court, administrative agency, governmental authority or in any material respect under any regulation of any governmental agency or authority, which violation or default would prevent consummation of this Agreement.

d. No Default. As of the date of this Agreement, there is not, as the result of any actions or omissions by MOPA or any Affiliate of MOPA, any state of facts, circumstances, conditions or events which would, after notice or lapse of time or both, constitute, or result in, a default by MOPA or any Affiliate of MOPA under any agreement or instrument to which MOPA or any Affiliate of MOPA is now a party or by which the property of MOPA or any Affiliate of MOPA is now bound, which default could have a material adverse effect on MOPA's ability to perform its obligations hereunder.

ARTICLE IV

PURPOSES AND SCOPE OF PARTNERSHIP

4.1 Purposes of Partnership. The objects and purposes of the Partnership shall be to (a) acquire ownership of the Property; (b) obtain commitments to the Partnership for, and close, the Construction Loans and the Permanent Loans for the Project; (c) construct and redevelop the Project; (d) own, operate, lease and sell the Project; and (e) do all such other acts and to execute all such instruments as may be consistent with and useful or necessary to carry out the foregoing purposes of the Partnership.

4.2 Scope of Partnership. The Partnership shall be a partnership only for the limited purposes specified in Section 4.1 hereof. Accordingly, this Agreement shall not be deemed to create a general partnership between the Partners with respect to any

activities whatsoever other than those activities required for the accomplishment of the objects and purposes of the Partnership as specified in Section 4.1 hereof.

4.3 Conflicts of Interest; Non-Compete. Except as expressly set forth herein, this Agreement shall not be deemed to prevent, restrict or limit in any way the right, freedom or privilege of any Partner or its Affiliates to conduct or engage in any other business, profession or activity whatsoever, including, without limitation, the acquisition, development, construction, sale, lease, operation, management or other activities with respect to real property, whether independently or with others, without any accountability to the Partnership or any Partner even if such business or activity shall compete with the business of the Partnership. The creation and establishment of the Partnership and the assumption by each of the Partners of its duties and obligations hereunder shall be without prejudice to their respective rights to maintain and conduct such other business interests and activities and to receive and enjoy profits, benefits or compensation therefrom. Similarly, no Partner shall have any obligation to disclose to any other Partner any business opportunity of which it becomes aware at any time during the term of this Agreement, whether such opportunity arises from such Partner's participation in the Partnership or otherwise. Each Partner acknowledges and agrees that the conduct of the business of the Partnership may involve business dealings with other

businesses of a Partner or Affiliates of a Partner, and each Partner hereby waives any right to share or participate in such other business interests or activities of any other Partner or any Affiliate of such other Partner.

Notwithstanding the foregoing provisions of this Section 4.3, so long as the Project is being jointly developed by JMB/Olmsted and MOPA or their Affiliates, if either Partner or any Affiliate of either Partner undertakes to acquire or develop, either for its own account or with others, any property within the triangle bounded by Brookline Avenue, Boylston Street and Jersey Street, as more particularly described on Exhibit C, such Partner or its Affiliates will offer the other Partner or its Affiliates the first right to participate in such acquisition or development on economic terms similar to the terms contained in this Agreement.

4.4 Scope of Partner's Authority. Except as otherwise expressly and specifically provided in this Agreement, no Partner shall have the power or authority to bind, to act or to assume any obligation or responsibility for or on behalf of any other Partner or the Partnership.

4.5 Limitation on Use of Partnership Assets. The credit and other assets of the Partnership shall be used solely for the benefit of the Partnership and shall not be used to further the personal gain of any Partner. No asset of the Partnership shall be transferred, conveyed, pledged, hypothecated or encumbered as security for or in payment of any individual debt or obligation of

a Partner. In the event the Partnership is made a party to any obligation, or shall otherwise incur any loss or expense as a result of or in connection with personal obligations or liabilities of any Partner unconnected with the Partnership's business, such Partner shall save and hold the Partnership and the other Partner and its Affiliates harmless from and indemnify and reimburse the Partnership and the other Partners and its Affiliates for any and all of such losses or expenses incurred by the Partnership, the other Partner and its Affiliates, as the case may be, including attorneys' fees, and the cash distributions to be made pursuant to Article IX hereof to any such Partner may be charged therefor.

ARTICLE V

CAPITAL CONTRIBUTIONS AND LOANS TO PARTNERSHIP

5.1 Initial Capital Contributions. The Partners intend that, to the extent possible, all funds necessary for construction, development and operation of the Project will be financed in the manner described in Section 5.2. The Partners recognize, however, that initial capital during the predevelopment phase of the Project will be required to secure development rights and to pay various Partnership expenses including, without limitation, a portion of the costs of design and environmental studies, market analyses, legal, accounting and organizational fees, site acquisition deposits and other expenses described in the Pre-Closing Development Budget attached hereto as Exhibit D

and made a part hereof. The Partners anticipate that the aggregate amount necessary to cover such expenses prior to the time that financing will be available as contemplated by Section 5.2 will be approximately \$6,500,000; and each Partner agrees to contribute one-half of all amounts actually necessary therefor from time to time in such installments as shall be determined by the Project Officers. In the event the Project Officers are unable to agree on the need for, or amount of, any installment of initial capital, the provisions of the second paragraph of Section 5.2 shall apply.

5.2 Financing Inducements; Additional Contributions. The Partners agree that the Partnership, with the consent and approval of both Partners as required by Section 10.2, will use its best efforts to obtain third-party Construction Loans and Permanent Loans upon the best available terms (including, to the extent possible, on a nonrecourse basis) sufficient for the construction, development and operation of the Project. The Partners recognize that letters of credit, cash deposits, recourse obligations, completion guarantees or other financing guarantees (collectively "Financing Inducements") may be required to induce lenders to provide necessary financing for the Project. In the event any lender requires Financing Inducements, all such Financing Inducements shall be given by each Partner severally in proportion to its then Respective Interest.

In the event that third-party financing is not available, if the Partners determine that additional contributions to the capital of the Partnership ("Additional Contributions") are required to pay Partnership expenses, each Partner shall contribute to the Partnership in cash its pro rata share of such Additional Contributions, in accordance with its then Respective Interest, within 30 days after the determination of need.

Any Additional Contributions and any amount actually paid by a Partner or any Affiliate of a Partner under any Financing Inducements pursuant to this Section 5.2 shall be deemed a capital contribution to the Partnership for purposes of this Agreement, except to the extent that a Partner or its Affiliate who has made payment under a Financing Inducement has received reimbursement from the other Partners.

5.3 Defaulting Partner. If any Partner fails to comply with its obligations specified in Section 5.1 or Section 5.2 hereof (the "Defaulting Partner"), then the other Partners may on behalf of the Defaulting Partner advance funds to the Partnership and provide the Defaulting Partner's Financing Inducements either in the form of Additional Contributions or as a loan to the Defaulting Partner. If a Partner elects to make Additional Contributions on behalf of a Defaulting Partner, the Respective Interests of the Partners shall be recalculated as of the date of such contribution so that a Partner's Respective Interest shall be a percentage computed by dividing such Partner's "Deemed Capital"

by the "Aggregate Partnership Capital." A Partner's Deemed Capital at any time shall be such Partner's "Base Amount" adjusted by the "Deficit Amount." A Partner's Base Amount is equal to the actual amount of all capital contributions made by it to the Partnership (for its own account or for the account of a Defaulting Partner), not previously returned pursuant to Section 9.2.b and Section 9.2.c. The Deficit Amount is the difference between (i) the amount of Additional Contributions made by one Partner on behalf of a Defaulting Partner multiplied by 150% and (ii) the amount of such Additional Contributions. The Deemed Capital of any Partner who makes an Additional Contribution on behalf of a Defaulting Partner shall be equal to such Partner's Base Amount plus the Deficit Amount. The Deemed Capital of a Defaulting Partner shall be such Partner's Base Amount minus the Deficit Amount. Aggregate Partnership Capital is equal to the actual amount of all capital contributions made by all Partners to the Partnership, not previously returned pursuant to Section 9.2.b or Section 9.2.c. The operation of this formula is illustrated in Exhibit E.

If a Partner (the "Loaning Partner") elects to advance funds to the Partnership as a loan to the Defaulting Partner, the amount so advanced by the Loaning Partner (or which may be paid under a Financing Inducement) shall become immediately due and payable from the Defaulting Partner, and shall bear interest at a rate equal to the Prime Rate plus 3% per annum, compounded annually,

until such time as such loan, with accrued interest thereon, has been paid in full. Until the loan and all accrued interest have been paid in full, the Loaning Partner shall be entitled to receive the distributions specified in Section 9.2.a. In addition, upon demand of the Loaning Partner, the Defaulting Partner shall promptly execute and deliver to the Loaning Partner its promissory note, payable on demand, in the principal amount of such advance, which shall bear interest at the Prime Rate plus 3% per annum, compounded annually.

To secure repayment of any such loans, the Defaulting Partner hereby grants to the Loaning Partner a first and superior security interest in its Respective Interest, and this Agreement shall be considered a security agreement for such purposes. If any of such sums or obligations are not repaid to the Loaning Partner within five days following notice to the Defaulting Partner from the Loaning Partner demanding payment thereof, the Loaning Partner may foreclose upon the Defaulting Partner's Respective Interest at public or private sale in accordance with the Uniform Commercial Code then in effect (or any code or law in lieu thereof). If reasonable written notice is required to be given prior to any sale, 30 days shall be deemed reasonable, and the Defaulting Partner may cure the default in full at any time prior to the sale. The Loaning Partner may purchase the Defaulting Partner's Respective Interest at such foreclosure sale if the sale is a public sale. If the Defaulting Partner's Respective Interest is

purchased by a third party at such foreclosure sale, as a condition thereto, the third party must execute such documents as counsel for the Partnership may require agreeing to be bound by and abide by all of the terms of this Agreement. Any amounts received upon such foreclosure which are in excess of the amount, including interest, owed the Loaning Partner (after deducting all costs, fees, including reasonable attorneys' fees, and other expenses incurred in connection with the sale) shall be refunded to the Defaulting Partner. To the extent that a deficiency may remain after such foreclosure, the Defaulting Partner shall continue to be obligated therefor to the Loaning Partner. To evidence such security interest, the Defaulting Partner shall execute such documents as counsel for the Partnership may deem reasonably necessary or appropriate, including financing statements and continuation statements (which may be recorded or filed in accordance with applicable law), and further including an opinion of counsel that such security interest grants to the Loaning Partner a first and prior claim in and to the Defaulting Partner's Respective Interest superior to the claims of its other creditors. If the Defaulting Partner's Respective Interest is foreclosed and sold as aforesaid, the Loaning Partner is hereby appointed the attorney-in-fact for the Defaulting Partner and is authorized on behalf of the Defaulting Partner to execute any and all documents and take such other action as may be required to effectuate the sale and transfer of the Defaulting Partner's

Respective Interest. Such appointment shall be deemed coupled with an interest and shall be irrevocable.

ARTICLE VI

CAPITAL ACCOUNTS

The Partnership shall maintain a separate account for each Partner (a Partner's "Capital Account") which shall be maintained and adjusted in accordance with Regulation Section 1.704-1(b) under the Code. Consistent with such Regulation, the following adjustments to such accounts shall be made:

a. There shall be credited to each Partner's Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Partner to the capital of the Partnership, the fair market value (without regard to Code Section 7701(g)) of any property contributed by such Partner to the capital of the Partnership (net of any liabilities secured by such property that the Partnership is considered to assume or take subject to under Code Section 752), such Partner's share of the Net Profits of the Partnership (or items thereof) and such Partner's share of any adjustments pursuant to Code Section 48(q)(2); and there shall be charged against each Partner's Capital Account the amount of all cash distributions to such Partner, the fair market value (without regard to Code Section 7701(g)) of any property distributed to such Partner by the Partnership (net of any liability secured by such property that the Partner is considered to assume or take

subject to under Code Section 752), such Partner's share of the Net Losses of the Partnership (or items thereof) and such Partner's share of any adjustments pursuant to Code Section 48(q)(1).

b. If the Partnership at any time distributes any of its assets in-kind to any Partner, the Capital Account of each Partner shall be adjusted to account for that Partner's allocable share (as determined under Article VIII below) of the Net Profits or Net Losses that would have been realized by the Partnership had it sold the assets that were distributed at their respective fair market values (taking Code Section 7701(g) into account) immediately prior to their distribution.

c. In the event that the Partnership makes an election under Code Section 754, the amounts of any adjustments to the Carrying Values of the assets of the Partnership made pursuant to Code Sections 743 shall not be reflected in the Capital Accounts of the Partners, but the amounts of any adjustments to the Carrying Values of the assets of the Partnership made pursuant to Code Section 734 as a result of the distribution of property by the Partnership to a Partner (to the extent that such adjustments have not previously been reflected in the Partners' Capital Accounts) shall be reflected in the Capital Accounts of the Partners in the manner prescribed in Treasury Regulations under Code Section 704(b).

d. If elected by the Partnership, upon the occurrence of any of the following events, the Capital Account balance of each Partner shall be adjusted to reflect the Partner's allocable share (as determined under Article VIII) of the Net Profits or Net Losses that would be realized by the Partnership if it sold all of its property at its fair market value on the day of the adjustment:

(I) any increase in any new or existing Partner's interest in the Partnership resulting from the contribution of cash or property by such Partner to the Partnership;

(II) any reduction in a Partner's interest in the Partnership resulting from a distribution to such Partner in redemption of all or a portion of such Partner's interest in the Partnership; and

(III) whenever else allowed under applicable Treasury Regulations.

e. In the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

ARTICLE VII

RESPECTIVE INTERESTS

Subject to any provisions hereof to the contrary, or by application of which a contrary result would be obtained, the respective interests of JMB/Olmsted and MOPA in and to all assets

of the Partnership and their respective distributive shares of all Net Profits and Net Losses shall be in the following percentages (herein referred to as the "Respective Interests"):

<u>Partner</u>	<u>Percentage</u>
JMB/Olmsted	50%
MOPA	50%

The provisions of this Article shall not be deemed to give any Partner an interest in any amount credited to the capital account of any other Partner.

ARTICLE VIII

PROFITS AND LOSSES

8.1 General Allocations of Net Profits and Net Losses.

a. Except as provided in Section 8.4 below, the Net Profits and Net Losses of the Partnership from operations for any year shall be allocated among the Partners in accordance with their Respective Interests as they may be adjusted from time to time.

8.2 Net Profits from Sales of the Project or Liquidation of the Partnership. Except as provided in Section 8.4 below, any Net Profits arising from a sale or other disposition of all or any portion of the Project or upon liquidation of the Partnership shall be allocated as follows:

a. First, to any Partners having negative Capital Account balances, in proportion to and to the extent of such negative balances;

b. The balance, if any, to the Partners in such proportions and in such amounts as would result in the respective Capital Account balances of each Partner equaling, as nearly as possible, the amount such Partner would receive if an amount equal to the sum of (A) the sum of all of the Partners' Capital Account balances (computed prior to the allocation of Net Profits pursuant to this clause b) and (B) the aggregate amount of Net Profits to be allocated to the Partners pursuant to this Section 8.2.b were distributed to the Partners in accordance with the provisions of Sections 9.2.b, c and d.

The allocations of Net Profits provided for in this Section 8.2 shall be made prior to adjusting Capital Account balances to reflect the distribution of the proceeds of such sale or other disposition or liquidation.

8.3 Net Losses from Sales of the Project or Liquidation of the Partnership. Except as provided in Section 8.4 below, any Net Losses arising from a sale or other disposition of all or any portion of the Project or upon liquidation of the Partnership shall be allocated among the Partners as follows:

a. First, to each Partner with a positive balance in his Capital Account, in the amount of such positive balance; provided however, that if the amount of Net Losses to be allocated is less than the sum of the Capital Account balances of all Partners having positive Capital Account balances, then the Net Losses shall be allocated to the Partners in such proportions and

in such amounts as would result in the respective Capital Account balances of each Partner equaling, as nearly as possible, the amount such Partner would receive if an amount equal to the excess of (A) the sum of all of the Partners' Capital Account balances (computed prior to the allocation of Net Losses pursuant to this clause a) over (B) the aggregate amount of Net Losses to be allocated to the Partners pursuant to this Section 8.3.a were distributed to the Partners in accordance with the provisions of Sections 9.2.b, c and d; and

b. The balance, if any, to the Partners in accordance with their Respective Interests.

The allocations of Net Losses provided for in this Section 8.3 shall be made prior to adjusting Capital Account balances to reflect the distribution of the proceeds from the sale or other disposition or liquidation.

8.4 Overriding Allocations of Net Profits and Net Losses.

Notwithstanding the provisions of Sections 8.1, 8.2 and 8.3, above, the following allocations of Net Profits and Net Losses and items thereof shall be made:

a. If in any year there is a net decrease in the amount of the Partnership's Minimum Gain computed solely with respect to the Partnership's Nonrecourse Debt other than Partner Nonrecourse Debt, then each Partner shall first be allocated items of gross income (computed with the adjustments set forth in clauses (i), (ii) and (iii) of the definition of Net Profits and Net Losses)

for such year (and, if necessary, subsequent years) in proportion to, and to the extent of, an amount equal to the greater of:

(i) The portion of such Partner's share of the net decrease in such Minimum Gain during such year (as determined under Treasury Regulation Section 1.704-1T(b)(4)(iv)(f)) attributable to the disposition of property subject to one or more Nonrecourse Debts other than Partner Nonrecourse Debt; or

(ii) Any Excess Negative Balance in such Partner's Capital Account.

b. If in any year there is a net decrease in the amount of the Partnership's Minimum Gain computed solely with respect to Partner Nonrecourse Debt, then each Partner shall first be allocated items of gross income (computed with the adjustments set forth in clauses (i), (ii) and (iii) of the definition of Net Profits and Net Losses) for such year (and, if necessary, subsequent years) in proportion to, and to the extent of, an amount equal to the greater of:

(i) The portion of such Partner's share of the net decrease in such Minimum Gain during such year (as determined under Treasury Regulation Section 1.704-1T(b)(iv)(h)(5)) attributable to the disposition of property subject to one or more Partner Nonrecourse Debts; or

(ii) Any Excess Negative Balance in such Partner's Capital Account.

c. If, during any year a Partner unexpectedly (i) is allocated pursuant to Code Section 706(d) or Treasury Regulation Section 1.751-1(b)(2)(ii) any Net Losses, deductions or any expenditures described in Section 705(a)(2)(B), (ii) is distributed any cash or property from the Partnership to the extent such distributions exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during such year, or (iii) receives any other adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), and, as result of such adjustment, allocation or distribution, such Partner's Capital Account has an Excess Negative Balance, then items of gross income (computed with the adjustments set forth in clauses (i), (ii) and (iii) of Section 2.02(e)) for such year (and, if necessary, subsequent years) shall first be allocated to such Partner in an amount equal to such Partner's Excess Negative Balance.

d. In no event shall Net Losses of the Partnership be allocated to a Partner if such allocation would cause or increase an Excess Negative Balance in such Partner's Capital Account.

e. Any Net Losses or deductions attributable to a Partner Nonrecourse Debt shall be allocated to the Partner who bears the economic risk of loss with respect to such Debt.

f. The respective interests of the Partners in the Net Profits and Net Losses or items thereof shall remain as set forth

above unless changed by amendment to this Agreement, by operation of the provisions of Section 5.3 or by an assignment of an interest in the Partnership authorized by the terms of this Agreement. Except as otherwise provided herein, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Partners in the same manner as are Net Profits and Net Losses; provided, however, that if the Carrying Value of any property of the Partnership differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Partners so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Code Section 704(c).

ARTICLE IX

CASH DISTRIBUTIONS

9.1 Cash Flow Available for Distribution. The Cash Flow Available for Distribution shall be distributed annually within 60 days after the end of each fiscal year or, as the Partners shall determine, at more frequent intervals based on estimated Cash Flow Available for Distribution.

9.2 Order of Distribution. The Cash Flow Available for Distribution by the Partnership during each fiscal year shall be distributed in the following order of priority:

a. First, to the Loaning Partners any amounts due from Defaulting Partners pursuant to Section 5.3, pro rata in accordance with the respective amounts thereof, which amounts shall be applied first to the payment of interest currently due and then to the unpaid principal balance, until all of the same are paid in full.

b. Second, to each Partner, pro rata, in an amount equal to the excess, if any, of the amount of Additional Contributions made on behalf of a Defaulting Partner pursuant to Section 5.3, plus interest thereon at the Prime Rate plus 3% per annum compounded annually, over the aggregate amount previously distributed to such Partner pursuant to this Section 9.2.b, which amount shall be applied first to the payment of interest currently due and then to any unreturned Additional Contributions, until all of the same are paid in full.

c. Third, to each Partner, pro rata, in an amount equal to the excess, if any, of the amount of the aggregate capital contributions actually made by such Partner to the Partnership for its own account pursuant to Section 5.1 and Section 5.2 (excluding any Additional Contributions made on behalf of a Defaulting Partner pursuant to Section 5.3) over the aggregate amount previously distributed to such Partner pursuant to this Section 9.2.c.

d. Fourth, the balance, if any, to the Partners in proportion to their Respective Interests.

9.3 Limitations on Distributions. Notwithstanding the provisions of Section 9.2, upon liquidation of the Partnership, the net assets of the Partnership shall be distributed to the Partners in accordance with their respective positive Capital Account balances. For purposes of this Section 9.3, the determination of the balances of the Capital Accounts of the Partners shall be made after adjusting the Partners' Capital Account balances for all Net Profits or Net Losses realized by the Partnership during the year in which the liquidation occurs.

ARTICLE X

CO-DEVELOPMENT; MANAGEMENT

10.1 Co-development Roles. JMB/Olmsted and MOPA intend to develop the Project jointly and affirm that both Partners will participate significantly in decisions affecting every phase of the Project. In order to implement such joint participation, each Partner will designate two representatives (collectively the "Board Representatives") to act as the Partnership Board and one representative to act as a Project officer (collectively the "Project Officers"). The business of the Partnership will be managed by the Partnership Board which will meet at least monthly at the offices of the Partnership or at such other place as the chairperson of the Board shall determine. All decisions hereunder to be made by each Partner shall be deemed effective when made jointly by its two Board Representatives. All Major Decisions (as defined in Section 10.2) to be made hereunder shall be deemed

effective when made unanimously by all four Board Representatives. The Board Representatives will elect one of their members to serve as chairperson for a term of one year, and such chairperson shall alternate annually between an JMB/Olmsted Board Representative and an MOPA Board Representative. Each Partner may from time to time change either or both of its Board Representatives by giving written notice in accordance with Article XVII. The initial Board Representatives of each Partner are:

JMB/Olmsted -- R. K. Umscheid
 Matthew Dominski

MOPA -- Byron Gilchrest
 Anthony Pangaro

The Project Officers shall meet at least weekly with the Partnership development team to coordinate the day-to-day operations of the Partnership. The Project Officers shall also supervise implementation of decisions of the Partnership Board and generally advise and assist the Partnership under the direction of the Partnership Board as more fully described in Section 10.3. Each Partner may from time to time change its Project Officer by giving written notice in accordance with Article XVII. The initial Project Officers of each Partner are:

JMB/Olmsted -- R. K. Umscheid

MOPA -- Byron Gilchrest

10.2 Major Decisions. Except as otherwise provided in this Section 10.2, no action shall be taken with respect to a matter within the scope of any of the major decisions enumerated below

(hereinafter referred to as "Major Decisions"), unless such Major Decisions have been approved by both Partners acting through the Board Representatives in accordance with Section 10.1. The Project Officers shall make available to the Board Representatives all information with respect to any Major Decision reasonably required in order to enable each Partner to determine whether its approval shall be given; and each Partner agrees to respond as promptly as reasonably possible to a request for a Major Decision. The Major Decisions shall be as follows:

- a. Approval of the terms and conditions of any agreements for the purchase of the Property, and the decision to consummate the purchase of the Property pursuant to such agreements;
- b. Approval of the terms and conditions of any construction contracts, and change orders to any duly approved construction contracts in excess of \$50,000 for any single change order and \$150,000 in the aggregate;
- c. Approval of the terms and conditions of any contracts for architectural and material consulting services, including without limitation any management agreements, and any material ~~amendment~~ to or termination of any such contracts;
- d. Approval of the terms and conditions of any contracts with a Partner or an Affiliate of a Partner;

e. Entering into any lease or other occupancy arrangement with respect to the Project providing for the payment of rent over the term of the lease in excess of \$1,000,000;

f. The termination or modification of any lease or other arrangement involving space in the Project providing for the payment of rent over the term of the lease in excess of \$1,000,000;

g. Obtaining, refinancing or materially modifying any Construction Loan, Permanent Loan or other financing and the granting of any mortgage on the Project;

h. The making of certain distributions described in Section 9.1;

i. Sale or other disposition of the Project or any substantial part thereof except pursuant to Section 13.4;

j. Obtaining insurance coverage and approval of the settlement of any material litigation, insurance claim or decision regarding eminent domain;

k. Any decision to seek a zoning variance or to enter into any material agreement with a governmental agency;

l. Any decision to change materially the Partnership's accounting methods or to cause the Partnership to make or revoke any of the elections referred to in Sections 108, 704, 709, 754, or 1017 of the Code or any similar provisions enacted in lieu thereof;

m. Any decision to seek relief under the Federal Bankruptcy Code or other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors;

n. Approval of the Budgets pursuant to Section 10.4 hereof; and

o. Amending this Agreement.

p. Determination of need for Additional Contributions pursuant to Section 5.2, other than capital contributions necessary to implement a Budget approved pursuant to Section 10.4.

Notwithstanding the foregoing provisions of this Section 10.2, in the event that either Partner is a Defaulting Partner, such Defaulting Partner shall have no authority to make any Major Decision hereunder and the other Partner shall have full authority to make all Major Decisions on behalf of the Partnership; provided, however, at such time as the Defaulting Partner has fulfilled all of its obligations which caused the default and is no longer a Defaulting Partner hereunder, such Partner shall have the right to participate in Major Decisions in the manner set forth in Section 10.2.

10.3 Project Officers; Administrative Officer. The Project Officers, at the expense of and on behalf of the Partnership, shall implement or cause to be implemented all Major Decisions approved by the Partners and conduct or cause to be conducted the ordinary and usual business and affairs of the Partnership. The

Partners recognize that the efficient operation of the Partnership's day to day business may require that one of the Project Officers be delegated operational authority to act in the name and on behalf of the Partnership and to carry out all activities under this Agreement to be performed by the Project Officers. In that event, either Partner may designate the other Partner's Project Officer to so act by giving written notice to that effect in accordance with Article XVII, and any Project Officer so designated will be referred to as the "Administrative Officer." Any such designation by a Partner may be revoked by it at any time by giving written notice in accordance with Article XVII.

10.4 Budget. The Project Officers shall at least annually prepare and submit to the Partners for their consideration a budget setting forth the estimated receipts and expenditures (capital, operating and other) of the Partnership for the period covered by the budget. Each such annual budget shall be submitted by the Project Officers to the Partners not later than 90 days prior to the end of each fiscal year. When approved by the Partners, the Project Officers shall implement the budget (as so approved, the "Budget") and shall be authorized, without the need for further approval by the Partners, to make the expenditures and incur the obligations provided for in the Budget. The Project Officers may make expenditures and incur obligations not specifically set forth in the Budget if, subsequent thereto, all

such expenditures and obligations do not exceed 50% of the contingency amount included in the Budget and if, in the Project Officers' judgment, the balance of the contingency amount is adequate to maintain the overall Budget.

10.5 Right of Public to Rely on Authority of Project Officers and Administrative Officer. No person shall be required to inquire into the authority of the Project Officers or the Administrative Officer to take any action or to make any decision on behalf of the Partnership.

10.6 Emergency Authority. Notwithstanding anything to the contrary in this Article X, but subject to obtaining any required consents described on Exhibit B, each Partner shall have the right to take such actions as it, in its reasonable judgment, deems necessary for the preservation of Partnership assets if, under the circumstances, in the good faith estimation of such Partner, there is insufficient time to allow such Partner to obtain the approval of the other Partners of such actions and any delay would materially increase the risk to preservation of assets; provided, however, that such Partner shall notify the other Partners of any such action contemporaneously therewith or as soon as reasonably practicable thereafter.

ARTICLE XI

EXCULPATION; INDEMNIFICATION

11.1 Exculpation. The Partners and their representatives shall perform their duties under this Agreement with reasonable

prudence and in a manner characteristic of business-persons in similar circumstances. However, neither the Partners nor any of their representatives shall have any liability whatsoever to the Partnership or to any Partner for loss caused by any act or by the failure to do any act if the loss suffered by the Partnership or Partner arises out of a mistake in judgment of the Partner or its representatives, or if the Partner or its representatives in good faith, determined that the action or lack of action giving rise to the loss was in the best interests of the Partnership or if the action or lack of action giving rise to the loss was based on the advice of counsel; provided, however, that such exculpation from liability shall not apply to any liability for loss caused by any act or by the failure to do any act which arises out of the gross negligence or willful misconduct of the Partner or its representatives.

11.2 Indemnification. The Partnership shall indemnify, defend and hold harmless each Partner, and each Board Representative, Project Officer, partner, employee, agent, associate or Affiliate of each Partner, against any and all claims, actions, demands, costs, expenses (including reasonable attorneys' fees), damages, losses and threats of loss, as a result of any claim or legal proceeding related to the performance or nonperformance of any act concerning the activities of the Partnership; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which the

person seeking indemnification shall have been adjudged to be liable for gross negligence or willful misconduct unless, and only to the extent that, the court in which such action or suit was brought determines that in view of all the circumstances of the case the Partner is fairly and reasonably entitled to indemnity for those items which the court deems proper.

ARTICLE XII

COMPENSATION AND FEES; SERVICES BY AFFILIATES

12.1 Compensation of the Partners; Costs and Expenses. In addition to fees payable to Partners and Affiliates pursuant to Section 12.3 and as may hereafter be approved in accordance with Section 10.2, the Partners, Affiliates and their representatives shall be entitled to the following:

a. The Partnership shall pay JMB/Olmsted and MOPA a development fee for their services in connection with the development of the Project in an aggregate amount equal to 4% of total development costs less the acquisition price of the Property. The development fee shall be payable, subject to any lender requirements, at the time of each draw under the Construction Loan in an amount determined by multiplying the percentage that such draw bears to the entire construction financing times the total development fee. Each installment of the development fee shall be divided between JMB/Olmsted and MOPA in accordance with their then Respective Interests.

b. Time spent by Byron Gilchrest and R. K. Umscheid and any other person or persons who may succeed either of them as a Project Officer in the conduct of Partnership business shall be billed to the Partnership at the rate of \$125 per hour; and time spent by any other person employed by either Partner or any Affiliate in the conduct of Partnership business, as contemplated in a Budget approved by the Partners, shall be billed to the Partnership in an amount determined by multiplying the hourly salary of such person based on a work year of 1,820 hours times the number of hours worked for the Partnership, and multiplying the result by 1.8.

c. Prior to the date of this Agreement, JMB/Olmsted has incurred the third party costs and expenses for the benefit of the Partnership described on Exhibit C. JMB/Olmsted shall be entitled to reimbursement out of the initial capital contributions to be made by the Partners pursuant to Section 5.1 in a manner which will result in such costs and expenses having been paid equally by the Partners.

12.2 Contractual Arrangements and Fees. The Partnership may, subject to the provisions of Article X, employ such agents, employees, managers, contractors, accountants, attorneys, consultants and other persons, including, the Partners and Affiliates, necessary or appropriate to carry out the business and affairs of the Partnership.

12.3 Other Services. The Partners anticipate that the following services, among others, will be rendered to the Partnership by the Partners or their Affiliates:

a. JMB/Olmsted expects to provide complete building management services, including those required for parking facilities, based upon a scope of services and fee structure which is competitive with the prevailing market.

b. MOPA expects that the George B.H. Macomber Company, an Affiliate of George Macomber, one of the principals of MOPA, will provide (i) pre-construction services, including the preparation of construction estimates, project schedules, logistical plans, and other related services for a fee to be mutually agreed upon by the George B.H. Macomber Company and the Partnership, and (ii) construction management services under a guaranteed maximum price agreement based upon a fixed fee, general conditions, direct costs, and contingency which is competitive with the prevailing market for a similar scope of work. The guaranteed maximum price will be established prior to the start of construction based upon bona fide subcontractor bids.

JMB/Olmsted's Vice President of Construction shall have the right to participate in the negotiations of all subcontracts and have final approval of contract awards which form the guaranteed maximum price on behalf of the Partnership. The Partnership shall also retain an independent construction cost consultant to prepare check estimates during design phase and prior to the formation of

the guaranteed maximum price, which will be reconciled with the estimates of the George B.H. Macomber Company. The Partners acknowledge that trusts represented by Aldrich, Eastman and Waltch, Inc. must approve any construction contract with the George B.H. Macomber Company in excess of \$50,000,000.

The Partners intend that the terms and conditions of any contract between the Partnership and a Partner, or the Affiliate of any Partner, will be negotiated by the other Partner and its representatives. Upon the execution of any such contract, all decisions, elections, interpretations thereof and enforcement of rights thereunder on behalf of the Partnership shall be made by the non-Affiliated Partner or Partners.

ARTICLE XIII

ASSIGNMENT; SUBSTITUTION AND ADMISSION OF ADDITIONAL PARTNERS; SALE OF THE PROJECT

13.1 Prohibited Transfers. Except as permitted by this Article XIII, no Partner may sell, transfer, assign, subject to a security interest, pledge, hypothecate or convey all or any part of its interest in the Partnership (either voluntarily or by operation of law and including the sale or transfer of a controlling interest in the Partner in question) without the consent of the other Partners, which consent may be granted or withheld in the sole discretion of such Partners. If any Partner transfers or encumbers all or any part of its interest in the Partnership in violation of the foregoing restrictions on transfer, such transfer or encumbrance shall, as against the other Partners and the Partnership, be null and void.

13.2 Further Limitations. The Partnership shall be entitled to treat the record owner of any Partnership interest as the absolute owner thereof in all respects and shall incur no liability for the allocation of Net Profits or Net Losses, or the distribution of cash or other property, made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Partnership and recorded on the books of the Partnership. The Partners may refuse to accept an assignment until the end of the next successive quarterly, semi-annual or annual accounting period. In no event shall any Partnership interest, or any portion thereof, be sold, transferred or assigned to (a) a minor or incompetent or (b) any person or entity who, in the reasonable judgment of the non-transferring Partner, is a party of ill repute or otherwise a party with whom a prudent business person would not wish to associate in a commercial venture or who lacks the economic strength to perform the transferor's obligations under this Agreement; and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the Partnership.

13.3 Permitted Transfers. Notwithstanding any provision in Section 13.1 hereof to the contrary:

a. Each Partner shall be entitled at any time, without the consent of any other Partner, to dispose of all or less than all of its interest in the Partnership or any interest in itself to an Affiliate of the assigning Partner, but only if such

Affiliate has substantially similar financial capabilities as the assigning Partner; provided, however, (i) if such Affiliate does not have similar financial capabilities, a disposition to the Affiliate will be permitted if the assigning Partner continues to be responsible in a manner reasonably satisfactory to the other Partners for the obligations of the assignee under this Agreement, and (ii) transfers or other adjustments of interests in MOPA or the partners of MOPA among George Macomber, Byron Gilcrest and Anthony Pangaro, or partnerships or trusts for the benefit of such persons and/or their family members, shall not be a violation of this Section 13.3.a. In addition, the holders (individually, a "Holder") of the partnership interests in certain of the partners comprising the limited partner in JMB/Olmsted are employees of JMB Realty Corporation or its Affiliates. Each of the partners comprising JMB/Olmsted and each Holder may transfer his or its partnership interest to any other Holder, to other employees of JMB Realty Corporation or its Affiliates, to Affiliates of JMB/Olmsted, to such Holder's family members, or to any trust for the benefit of such Holder and/or his family members.

b. At any time after Completion, any Partner (the "Selling Partner") may notify the other Partner or Partners (hereinafter, whether one or more, referred to as the "Other Partner") that the Selling Partner will entertain an offer by the Other Partner to purchase the Selling Partner's interest in the Partnership. The Other Partner shall have the right within

45 days thereafter to make a written offer to the Selling Partner for the purchase of all the Selling Partner's interest in the Partnership. The Other Partner, if more than one, shall have the right as between themselves to purchase such interest pro rata in accordance with their Respective Interests after subtracting the Respective Interest of the Selling Partner. However, the Other Partner, if more than one, may make such other arrangements as between themselves with respect to the amount of such interest to be purchased by each of them as they shall determine, so long as the Other Partner purchases the entire interest of the Selling Partner. If the Other Partner makes an offer within said 45-day period, then the Selling Partner shall have 30 days to accept or reject the offer of the Other Partner. If the Other Partner fails to make an offer within said 45-day period, or if the Selling Partner rejects the offer of the Other Partner, the Selling Partner shall have the right for a period of nine months, commencing with the month next following the month in which first occurs the expiration of said 30-day period or the rejection by the Selling Partner of the Other Partner's offer, to sell its interest to a non-Affiliated third party on terms not materially different on a present value basis from those set forth in the Other Partner's offer; provided, however, that if the third party sale is not completed within said nine-month period, then the rights of the Partners under this Section 13.3.b shall be fully restored and reinstated as if such offer had never been made.

In the event the Selling Partner accepts the offer of the Other Partner, the sale of such interest shall be conducted at a closing on the date and at the time and place specified by the Other Partner by written notice to the Selling Partner. The purchase price shall be payable in cash at closing. The sale of the interest of the Selling Partner shall be subject to all liabilities and obligations of the Partnership and, at the closing, the Other Partner shall assume the Selling Partner's share of all such liabilities and obligations as of the closing date. Any loans made pursuant to Section 5.3 by the Selling Partner to the Other Partner or by the Other Partner to the Selling Partner, which have not been repaid in full, shall be discharged on or before closing by either a payment in cash or an adjustment to the purchase price. The provisions of Section 16.4 shall apply to the closing of the sale and the failure to close.

c. JMB/Olmsted acknowledges that MPL has issued a subordinated debenture and warrant to certain pension trusts represented by Aldrich, Eastman & Waltch, Inc. which will enable MPL to finance and conduct a significant portion of its future real estate activities, including the Project. The warrant is exercisable for a limited partnership interest in MPL representing 50% of the total partnership interests in MPL. The debenture is secured by (i) a pledge on the part of Macomber Development Associates, L.P., a Delaware limited partnership, which is the sole general partner of MPL ("MDA"), and Byron Gilchrest,

currently the sole limited partner of MPL (although it is contemplated that George Macomber and Anthony Pangaro will also become limited partners of MPL) (together with MDA, all of the foregoing, including George Macomber and Anthony Pangaro, if and when so admitted as limited partners of MPL, the "Controlling Persons"), of their interests in MPL and (ii) a grant by MPL of a security interest in the assets of MPL, including the interest of MPL in MOPA. The subordinated debenture, the warrant and the partnership agreement of MPL, as it will be in effect after the exercise of the warrant, also contain certain provisions pursuant to which the trusts can require the redemption by MPL of the trusts' interests in MPL by the distribution in-kind to the trusts of certain of MPL's assets, including possibly MPL's interest in MOPA. In view of these arrangements, subject to Section 13.3.e, JMB/Olmsted hereby approves and consents to the pledge and grant by MPL to the trusts of a security interest in MPL's interest in MOPA (including MPL's interest in the corporate general partner of MOPA) as security for the full and prompt performance of the obligations of MPL evidenced by the debenture and related agreements. In the event the trusts foreclose on such security interest, subject to Section 13.3.e, JMB/Olmsted approves and consents to (i) the exercise by the trusts of their rights as secured parties, including the possible substitution of the trusts in place of MPL as the controlling entity of MOPA, and, subject to Section 13.3.e, waives any requirements and restrictions with

respect thereto; and (ii) the pledge and grant to the trusts by the Controlling Persons of security interests in their respective interests in MPL as security for the full and prompt performance of the obligations of MPL evidenced by the debenture and related agreements. In the event the trusts foreclose on such security interests, subject to Section 13.3.e, JMB/Olmsted approves and consents to exercise by the trusts of their rights as secured parties, including (i) the possible substitution of the trusts in place of the Controlling Persons as controlling persons of MPL; (ii) the possible future exercise by the trusts of their rights under the warrant, which would result in the admission of the trusts as limited partners of MPL owning 50% of the total partnership interests of MPL; and (iii) the possible exercise by the trusts of their right to cause a redemption of their interests in MPL, which would result in the possible substitution of the trusts in place of MPL as the limited partner of MOPA and the sole stockholder of the general partner of MOPA, and, subject to Section 13.3.e, JMB/Olmsted waives any requirements and restrictions with respect thereto.

d. Contemporaneously with the disposition of any interest in the Partnership pursuant to Section 13.3.a, b or c, the assignee to whom such interest is disposed shall join in and execute with the Partners a written amendment to this Agreement pursuant to which such assignee agrees to be bound by all of the terms and provisions of this Agreement and to perform and

discharge the obligations and liabilities which are attributable to the interest acquired by such assignee (a transfer pursuant to this Section 13.3 is herein referred to as a "Permitted Transfer").

e. MOPA agrees that, if MOPA is deemed to hold plan assets for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any law governing governmental pension plans, or if MOPA's interest in the Partnership is transferred to any plan which is subject to ERISA or to any governmental pension plan, the discretionary authority with respect to any transaction or proposed transaction relating to the Partnership between MOPA or such plan and JMB/Olmsted or its Affiliates shall be exercised by a Qualified Professional Asset Manager (within the meaning of the Department of Labor Prohibited Transaction Exemption No. 84-14), or otherwise in a manner reasonably satisfactory to JMB/Olmsted and not materially adverse to the Partnership after good faith consultation with MOPA, such that the transaction will not constitute a prohibited transaction within the meaning of ERISA or violate any law governing such governmental pension plan. MOPA shall notify JMB/Olmsted if, at any time, MOPA holds plan assets for ERISA purposes or transfers any portion of its Partnership interest to any plan subject to ERISA or to any governmental plan, and shall advise JMB/Olmsted of the name of each such plan.

f. In addition to the arrangements described in Section 13.3.c, which shall not be subject to the provisions of this Section 13.3.f, any Partner (the "Borrower") may voluntarily pledge all or part of its Partnership interest to a lender (the "Pledgee") to secure a bona fide obligation of the Borrower or an Affiliate of the Borrower pursuant to an agreement which is expressly subject to the provisions of this Section 13.3.f; and such pledged interest may be transferred by foreclosure, assignment in lieu thereof or other enforcement of such a pledge, provided and upon condition that (i) the person (the "Purchaser" who may be the Pledgee) who purchases or otherwise acquires the pledged Partnership interest does so subject to all of the terms and conditions of this Agreement as it may have been amended, (ii) the Purchaser, for its acquisition of the pledged Partnership interest to be effective, shall, upon such acquisition, execute and deliver to the other Partner, who is not the Borrower, an assumption agreement with respect to all the obligations of the Borrower under this Agreement (whether theretofore accrued or thereafter accruing) in form and substance reasonably satisfactory to the other Partner, and (iii) at the time such pledge is made (x) the Borrower is not in default under this Agreement, and (y) the Pledgee is an Institutional Lender. As used herein, "Institutional Lender" shall mean any one or more of the following whether acting for their own account, or in a fiduciary capacity for one or more persons which need not be Institutional Lenders: a bank, a trust company, an insurance company, a union, federal,

governmental, state, municipal or secular employee's pension or retirement fund, an investment banking firm or any other person having gross assets of \$250 million or more and regularly engaged in any aspect of the financial services business.

Notwithstanding the foregoing, at the time of any pledge pursuant to this Section 13.3.f, the Borrower, the other Partner and the Pledgee shall enter into a written agreement which provides that in the event the Pledgee is entitled to exercise any rights of foreclosure, assignment or other such enforcement of such pledge, the Pledgee will send written notice to such other Partner before exercising or asserting any of such rights or remedies and that such other Partner may, at its option (which option must be exercised by written notice to the Pledgee and the Borrower within 75 days after the date of the notice from the Pledgee), purchase the Borrower's pledged Partnership interest at the fair market value thereof as agreed upon by the Borrower, the Pledgee and the other Partner or, if they cannot agree, at the fair market value thereof as determined by an appraiser selected by the American Arbitration Association in accordance with its rules and procedures. Notwithstanding anything to the contrary, the other Partner may, by notice to the Pledgee and the Borrower within 20 days after the other Partner is notified by the appraiser of the cash purchase price determined in accordance with this Section 13.3.f, elect not to purchase the Borrower's pledged interest in the Partnership; provided, however, that such an

election not to purchase shall in no way constitute a waiver by the other Partner of its rights to purchase the Borrower's pledged interest upon the occurrence of any subsequent event of foreclosure, assignment in lieu thereof or other enforcement pursuant to this Section 13.3.f.

In the event the other Partner elects to purchase the Borrower's pledged Partnership interest within the time and in the manner set forth herein, the closing of the sale of such pledged Partnership interest shall be held at the office of the Partnership on the 30th day (or on the next business day thereafter if such 30th day is not a business day) after the date of the notice from the other Partner to the Pledgee and the Borrower exercising its rights to purchase hereunder. The Borrower shall transfer to the other Partner the entire pledged Partnership interest held by the Borrower free and clear of all liens, encumbrances and adverse claims, except to the extent proceeds of such purchase are used to satisfy the claims of the Pledgee in connection with the pledge of the Borrower's Partnership interest and the Pledgee agrees to release any such claims upon receipt of such proceeds. At the closing, the Borrower shall (i) execute and deliver to the other Partner an assignment of its pledged interest in the Partnership and any other instruments that the other Partner may reasonably require to give such other Partner good and clear title to all of the Borrower's right, title and interest in and to the pledge interest

in the Partnership, and (ii) pay any transfer or similar taxes arising out of or in connection with the sale and transfer of his or its pledged interest in the Partnership to the other Partner.

Subject to the right to purchase of the Partner who is not the Borrower set forth in this Section 13.3.f, each Partner hereby consents to any transfer resulting from the foreclosure of such a pledge, or an assignment in lieu thereof, or other such enforcement of such a pledge, the withdrawal of the Borrower as a Partner if its entire interest in the Partnership was so transferred, and the admission of the Purchaser as a Partner with the rights of the Borrower hereunder, including, without limitation, the rights with respect to management and distributions. No such pledge, foreclosure or other enforcement shall require the Pledgee or a Purchaser to assume the obligations of the Borrower hereunder unless and until such Pledgee or Purchaser acquires the pledged Partnership interest of the Borrower.

13.4 Sale of the Project. Subsequent to the period ending ten years after Completion, any Partner (the "Selling Partner") may notify the other Partner or Partners (hereinafter, whether one or more, referred to as the "Other Partner") that it desires to sell the entire Project. The Other Partner, by notice to the Selling Partner within 45 days after receipt of the Selling Partner's notice, shall have the right either (i) to join the Selling Partner in selling the Project for a price and upon terms

and conditions to be agreed upon by the Partners, or (ii) to make a written offer to purchase the Selling Partner's interest in the Partnership. The Other Partner, if more than one, shall have the right as between themselves to purchase such interest pro rata in accordance with their Respective Interests after subtracting the Respective Interest of the Selling Partner. However, the Other Partner, if more than one, may make such other arrangements as between themselves with respect to the amount of such interest to be purchased by each of them as they shall determine, so long as the Other Partner purchases the entire interest of the Selling Partner. If the Other Partner makes an offer within said 45-day period, then the Selling Partner shall have 30 days to accept or reject the offer of the Other Partner. If the Selling Partner rejects the offer of the Other Partner, the Selling Partner shall have the right for a period of nine months, commencing with the month next following the month in which first occurs the expiration of said 30-day period or the rejection by the Selling Partner of the Other Partner's offer, to sell the Project to a non-Affiliated third party for a purchase price which, on a present value basis, would result in the Selling Partner receiving an amount not less than the amount offered by the Other Partner; provided, however, that if the third party sale is not completed within said nine-month period, then the rights of the Partners under this Section 13.4 shall be fully restored and reinstated as if such offer had never been made. If the Other Partner does not

give notice within said 45-day period, it shall be deemed to have elected to join in selling the Project as aforesaid. If the Other Partner elects to join in selling the Project, all Partners shall execute, acknowledge and deliver such conveyances and other documents, or cause the same to be done, and make such payments as shall be required to effectuate the sale of the Project in accordance with the terms and conditions agreed upon by the Partners. Any sale of the Project pursuant to this Section 13.4 shall require the simultaneous repayment of any loans advanced by any Partner to any other Partner pursuant to Section 5.3.

In the event the Selling Partner accepts the offer of the Other Partner, the sale of the Selling Partner's interest shall be conducted at a closing on the date and at the time and place specified by the Other Partner by written notice to the Selling Partner. The purchase price shall be payable in cash at closing. The sale of the interest of the Selling Partner shall be subject to all liabilities and obligations of the Partnership and, at the closing, the Other Partner shall assume the Selling Partner's share of all such liabilities and obligations as of the closing date. Any loans made pursuant to Section 5.3 by the Selling Partner to the Other Partner or by the Other Partner to the Selling Partner, which have not been repaid in full, shall be discharged on or before closing by either a payment in cash or an adjustment to the purchase price. The provisions of Section 16.4 shall apply to the closing of the sale and the failure to close.

13.5 Decision not to Purchase the Property. In the event the Partners do not jointly decide, as required by Section 10.2.a, to consummate the purchase of the Property, then (a) if both JMB/Olmsted and MOPA agree with the decision not to purchase, the Partnership shall be dissolved and the assets distributed to the Partners in accordance with Section 14.3 and (b) if one Partner favors the purchase and the other does not, the Partner favoring the purchase shall have the right to acquire the entire interest of the other Partner in the Partnership for a purchase price equal to any capital contributions made by the other partner plus reimbursable expenses pursuant to Section 12.1.c.

ARTICLE XIV

DISSOLUTION OF THE PARTNERSHIP

14.1 Voluntary Dissolution. The Partnership shall be dissolved: (a) whenever all Partners agree in writing to dissolve the Partnership, (b) upon sale or other disposition of all or substantially all of the assets of the Partnership, (c) upon the purchase by one Partner of the Partnership interests of all other Partners, (d) as provided in Section 13.5, or (e) upon the date of expiration of the term of the Partnership set forth in Section 2.6 hereof.

14.2 Involuntary Dissolution. Subject to the provisions of Article XV, the Partnership shall be dissolved upon the occurrence of an Event of Dissolution with respect to a Partner. As used in

this Agreement, the term "Event of Dissolution" shall mean and be defined as any one of the following events:

a. The dissolution and liquidation of any trust, partnership or joint venture or the dissolution of any corporation which now is or which shall hereafter become a Partner, other than the dissolution and liquidation of any such entity which results in the transfer of all or substantially all of the assets of such entity to an Affiliate or Affiliates of the Partner, which otherwise meets the requirements set forth in Section 13.3.

b. The occurrence with respect to any Partner of any one of the following events:

i. The adjudication of the insolvency of a Partner or the voluntary filing by Partner of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for such Partner under the Federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, or the seeking or the giving consent to or the acquiescence of any Partner in the appointment of any custodian, trustee, receiver, conservator or liquidator of such Partner or all or any substantial part of such Partner's properties or such Partner's interest in the Partnership (the term "acquiesce" as used herein includes, but is not limited

to, the failure to file a petition or motion to vacate or discharge any other judgment or decree within 15 days after the date of such order, judgment or decree).

ii. The filing of an involuntary petition against any Partner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and either (A) such petition shall not be dismissed within 60 days from the date of filing thereof or (B) within such 60-day period, there shall be entered in such case or proceeding an order for relief under the Federal Bankruptcy Code or any other order, judgment or decree approving such petition under such other statute or law, or (C) any custodian, trustee, receiver, conservator or liquidator of any Partner or of all or any substantial part of such Partner's property or interest in the Partnership shall be appointed without the consent of such Partner and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive), whether or not such Partner shall acquiesce thereto.

iii. Admission in writing by any Partner of its failure or inability generally to pay its debts as such debts become due.

iv. The giving of notice by any Partner to any governmental body of insolvency or pending insolvency or suspension of the operations of such Partner.

v. The making by any Partner of an assignment for the benefit of its creditors or the taking of any other similar action for the protection or benefit of its creditors.

14.3 Winding Up. Upon the dissolution of the Partnership, the Partners (other than any Partner as to which an Event of Dissolution has occurred) shall cause a full accounting of the assets and liabilities of the Partnership to be undertaken and the assets of the Partnership liquidated as promptly as is consistent with receiving fair value for the Partnership's assets by selling the assets of the Partnership and distributing the net proceeds therefrom (after payment or providing for the payment of liabilities of the Partnership) in accordance with Section 9.3 hereof.

14.4 No Partition. The Partners agree that this Agreement contains fair and equitable provisions for the dissolution of the Partnership. Accordingly, no Partner shall file or pursue any partition, liquidation or dissolution petition or action in any court. If any Partner, in violation of the foregoing provision, does file or pursue any partition, liquidation or dissolution petition or action in any court, any one or more of the other Partners and/or the Partnership shall have the right to obtain an injunction against such action. In addition, upon the filing of any such action, the entire interest of such Partner in the

Partnership shall thereupon become subject to the purchase rights set forth in Article XV hereof and such petition or action shall be stayed if, and for as long as, any other Partner shall institute and pursue the purchase procedures set forth in Article XV hereof.

ARTICLE XV

PURCHASE IN LIEU OF INVOLUNTARY DISSOLUTION

15.1 Right to Purchase. Notwithstanding the provisions of Article XIV hereof, upon the occurrence of an Event of Dissolution with respect to a Partner, in lieu of dissolution and winding up of the Partnership in accordance with the provisions of Sections 14.2 and 14.3 hereof, the other Partners shall have the right to purchase the interest of the Partner as to which the Event of Dissolution occurred in accordance with the provisions set forth below.

15.2 Purchase Option. Upon the occurrence of an Event of Dissolution with respect to a Partner (hereinafter referred to as the "Terminated Partner"), the other Partner or Partners (hereinafter, whether one or more, referred to as the "Purchasing Partner") shall have the right and option to purchase the entire interest of the Terminated Partner in the Partnership. The Purchasing Partner may exercise such option by giving the Terminated Partner, or its legal representatives, written notice of such exercise within 60 days after the occurrence of such Event of Dissolution. The Purchasing Partner, if more than one, shall have

the right as between themselves to exercise such option pro rata in accordance with their Respective Interests after subtracting the Respective Interest in the Partnership of the Terminated Partner. However, the Purchasing Partner, if more than one, may make such other arrangements as between themselves with respect to the amount of such interest to be purchased by each of them as they shall determine, so long as the Purchasing Partner exercises the option to purchase the entire interest of the Terminated Partner. In the event an Event of Dissolution occurs with respect to a Partner and the foregoing option is not exercised and thereafter one or more additional Events of Dissolution occurs with respect to the same Partner, then the foregoing option shall become exercisable in the same manner following the occurrence of each such Event of Dissolution.

15.3 Purchase Price. If the foregoing option is exercised, unless otherwise agreed between the Terminated Partner and the Purchasing Partner, the purchase price for the interest of the Terminated Partner shall be an amount equal to the product of the Respective Interest of the Terminated Partner times the Fair Market Value of the assets of the Partnership (excluding any value for good will) as of the first day of the first month following the date of the occurrence of the applicable Event of Dissolution (which first day of said month is hereinafter referred to as the "Valuation Date"), after deducting from the Fair Market Value the sum of (a) all accrued expenses of the Partnership, (b) the unpaid

principal balance of all outstanding mortgages and other loans owed by the Partnership and accrued interest thereon and (c) any other liabilities and obligations of the Partnership. For purposes of this Article XV, the Fair Market Value of the assets of the Partnership as of the Valuation Date shall be determined by one or more MAI appraisers as hereinafter provided. Within 10 days after the giving to the Terminated Partner of the notice of exercise in accordance with the provisions of Section 15.2 hereof, the Terminated Partner, or its legal representatives, and the Purchasing Partner shall attempt to agree in writing on the appointment of a single appraiser satisfactory to such Partners. If so agreed upon within such 10-day period, the designated appraiser shall promptly determine the Fair Market Value of the Partnership assets as of the Valuation Date. If the Terminated Partner, or its legal representatives, and the Purchasing Partner are not able to agree upon such appraiser within said 10-day period, then the Purchasing Partner shall promptly appoint an appraiser and give the Terminated Partner, or its legal representatives, written notice of such appointment. If the Terminated Partner, or its legal representatives, desires to appoint a second appraiser, it, or they, shall appoint such appraiser within 10 days after receipt of the notice of the appointment of the first appraiser and the Terminated Partner, or its legal representatives, shall notify the Purchasing Partner in writing of the appraiser appointed by it within such 10-day period. If the Terminated Partner fails to

timely appoint its appraiser, then the appraiser first appointed by the Purchasing Partner shall be the sole appraiser who shall promptly determine the Fair Market Value of the Partnership assets as of the Valuation Date. If the Terminated Partner timely appoints its appraiser, then the appraiser appointed by the Purchasing Partner and the appraiser appointed by the Terminated Partner shall appoint a third appraiser, and the three appraisers so selected shall promptly determine the Fair Market Value of said assets as of the Valuation Date according to the procedure hereinafter described. The Fair Market Value shall be the valuation of the assets of the Partnership as of the Valuation Date as determined by said appraisers, which determination shall be made in writing within 45 days after the appointment of the agreed upon appraiser or the first appraiser, as the case may be. If the Fair Market Value determined by each of the appraisers is within ten percent (10%) of the Fair Market Value as determined by each of the other appraisers, then the average of the three appraisals shall be the Fair Market Value for purposes hereof. If the amount of one appraisal is more than ten percent (10%) away from the amount of the other two appraisals, then the average of the two closest appraisals shall be the Fair Market Value for purposes hereof and the third appraisal shall be disregarded. Upon completion of such valuation, said appraiser(s) shall promptly deliver a copy of the valuation to the Purchasing Partner and to the Terminated Partner, or its legal representatives, and the Fair

Market Value so determined shall be binding on all Partners. The fees and other charges of such appraiser(s) shall be borne one-half (½) by the Terminated Partner and one-half (½) by the Purchasing Partner.

15.4 Closing of Purchase. The closing of the purchase and sale of the Terminated Partner's interest in the Partnership shall occur not later than 60 days after the date upon which the appraiser(s) deliver a copy of the valuation to the Partners, on the date and at the time and place within the Greater Boston area specified by the Purchasing Partner by written notice to the Terminated Partner. The purchase price for the interest of the Terminated Partner shall be payable in cash at closing. The sale of the interest of the Terminated Partner shall be subject to all liabilities and obligations of the Partnership and, at the closing, as between the Terminated Partner and the Purchasing Partner, the Purchasing Partner shall assume (pro rata to the interest being purchased by each) the Terminated Partner's share of all such liabilities and obligations as of the Valuation Date. To the extent permitted by the Code, the Terminated Partner's share of Net Profits and Net Losses of the Partnership from the Valuation Date to the date of closing shall be reallocated to, and shall be the property of, the Purchasing Partner. Notwithstanding the foregoing, in the event that the Terminated Partner is a Defaulting Partner, payment of the purchase price from the Purchasing Partner to the Terminated Partner shall first be paid

over to any Loaning Partners, if applicable, pro rata in accordance with the respective principal and interest balances of each of any loans from the Loaning Partners to the Partnership, which payments shall be applied first to the payment of interest currently due and then to the unpaid principal balance, until such loans and all accrued interest thereon have been paid in full. At the closing, the Terminated Partner, or its legal representatives, shall execute and deliver to the Purchasing Partner an assignment of the Terminated Partner's interest in the Partnership, conveying to the Purchasing Partner all of the right, title and interest of the Terminated Partner in and to all personal property and all real property or interests therein owned by the Partnership, free and clear of all liens, encumbrances, claims, restrictions and agreements, other than those incurred by the Partnership. The Terminated Partner, by execution of this Agreement or any counterpart thereof, does hereby irrevocably nominate, constitute and appoint each Purchasing Partner, and each of them acting singly, in each case with full power of substitution, as its true and lawful attorneys-in-fact, with full power and authority (a) in the Terminated Partner's name, place and stead to make, execute, acknowledge, swear to, deliver, file and record the foregoing assignment, and (b) to give notice to creditors and others dealing with the Partnership of the termination of the Terminated Partner's interest in the Partnership and to publish notice of the termination of the Terminated Partner's interest in the

Partnership, all in the event the Terminated Partner fails or refuses promptly to do so. The foregoing power of attorney, being coupled with an interest, is hereby declared irrevocable and shall survive the death, dissolution or incapacity of the Terminated Partner.

ARTICLE XVI

BUY-SELL

16.1 Buy-Sell Right. In the event the Partners are unable to agree on any of the Major Decisions set forth in Section 10.2.d, e, f, g, i and p, any Partner who is not then a Defaulting Partner shall have the buy-sell right described below in this Article XVI. In addition, in the event any person or entity becomes a Partner in place of MOPA or JMB/Olmsted, the failure by the Partners to agree on any Major Decision set forth in Section 10.2 shall give any Partner the buy-sell right described below in this Article XVI.

16.2 Offer. Upon failure to agree on any matter described in Section 16.1, a Partner, after giving the other Partner(s) notice that a deadlock has occurred and a 15-day period in which to agree with the position of the Partner giving notice, may, if the deadlock continues to exist, make a written offer to any one or more of the other Partner(s) to either buy the entire interest of such other Partner(s) in the Partnership (which interest shall include any loans made by the selling partner to the Partnership) or to sell the offering Partner's entire interest in the

Partnership to the other Partner(s). The Partner making such offer is hereinafter referred to as the "Offering Partner" and the Partner(s) to whom such offer is made, whether one or more, are hereinafter referred to as the "Offeree Partner." The offer to be submitted by the Offering Partner to the Offeree Partner shall state (a) the purchase price at which the Offering Partner would be willing to purchase from the Offeree Partner the interest of the Offeree Partner in the Partnership and (b) the purchase price at which the Offering Partner would be willing to sell to the Offeree Partner the interest of the Offering Partner in the Partnership. Each statement of purchase price whether to buy or sell must be the same for each one per cent interest in the Partnership. If, for example, the Respective Interests of the Partners were then 50%, then the purchase prices stated pursuant to the foregoing clauses (a) and (b) must be the same.

16.3 Acceptance. The Offeree Partner shall, within 60 days after the offer described in Section 16.2 hereof is received, elect either to sell its entire interest in the Partnership to the Offering Partner or to purchase the Offering Partner's entire interest in the Partnership at the purchase price stipulated in said offer. Such election shall be made in writing and notice thereof shall be sent to the Offering Partner within said 60-day period. In the event that the Offeree Partner shall fail to make such election and notify the Offering Partner within said 60-day period, the Offeree Partner shall be deemed to have elected to

sell its interest in the Partnership to the Offering Partner at the purchase price specified in the Offering Partner's notice. For the purposes of the remainder of this Article XVI, the Partner obligated to sell its interest in the Partnership pursuant to the foregoing provisions, whether one or more, is hereinafter referred to as the "Selling Partner" and the Partner obligated to purchase such interest, whether one or more, is hereinafter referred to as the "Purchasing Partner." The closing of the purchase and sale shall take place within 120 days following the earlier of the expiration of the aforesaid 60-day period or election, and such closing shall be on the date and at the time and place specified by the Purchasing Partner by written notice to the Selling Partner. The stipulated purchase price shall be payable in cash at closing. The sale of the interest of the Selling Partner shall be subject to all liabilities and obligations of the Partnership and, at the closing, the Purchasing Partner shall assume the Selling Partner's share of all such liabilities and obligations as of the closing date. Additionally, with respect to any outstanding loans to the Partnership as to which the Selling Partner is personally obligated to repay, the Selling Partner shall either pay such loans on or before the closing, or the amount of such loans shall be deducted from the purchase price.

16.4 Closing; Failure to Close. At the closing, the Selling Partner shall execute and deliver to the Purchasing Partner an assignment of the Selling Partner's interest in the Partnership,

in the same form and of the same substance as required to be executed and delivered by a Terminated Partner pursuant to Section 15.4 hereof. The Selling Partner, by execution of this Agreement or any counterpart thereof, does hereby irrevocably nominate, constitute and appoint each of the Purchasing Partners, and each of them, acting singly, in each case with full power of substitution, as its true and lawful attorney-in-fact, with full power and authority (a) in the Selling Partner's name, place and stead to make, execute, acknowledge, swear to, deliver, file and record the foregoing assignment, and (b) to give notice to creditors and others dealing with the Partnership of the termination of the Selling Partner's interest in the Partnership and to publish notice of the termination of the Selling Partner's interest in the Partnership, all in the event the Selling Partner fails or refuses promptly to do so. The foregoing power of attorney, being coupled with an interest, is hereby declared irrevocable and shall survive the death, dissolution or incapacity of the Selling Partner.

ARTICLE XVII

NOTICES

17.1 Notices. All notices, demands, requests or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered by hand or mailed by a nationally recognized overnight courier service or

by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to

JMB/Olmsted:

R. K. Umscheid
Executive Vice President
JMB/Urban Development Co.
Four Copley Place -- Suite 600
Boston, MA 02116

With a copy to:

Michael G. Hilborn, Esq.
Senior Vice President and
General Counsel
JMB/Urban Development Co.
900 North Michigan Avenue, Suite 1300
Chicago, ILL 60611-1575

If to MOPA:

Byron Gilchrest
Managing General Partner
Macomber Development Associates
One Main Street
Cambridge, MA 02142

With a copy to:

Howard Morris
Controller
Macomber Development Associates
One Main Street
Cambridge, MA 02142

17.2 Effective Date of Notices. All notices, demands, requests and other communications so delivered or mailed shall be deemed effective on the date of receipt, if delivered by hand, and if mailed, on the date of mailing. The time period in which a response to any such notice, demand, request or other communication must be given shall commence to run from the date of

receipt on the return receipt of the notice, demand, request or other communication by the addressee thereof. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given pursuant to Section 17.3 hereof, shall be deemed to be receipt of the notice, demand, request or other communication sent.

17.3 Change of Address. By giving to the other Partners at least 10 days' written notice thereof, each Partner and its respective successors and assigns shall have the right, from time to time and at any time during the term of this Agreement, to change its address and each shall have the right to specify as its address any other address within the United States of America.

ARTICLE XVIII

GOVERNING LAWS

This Agreement and the obligations of the Partners hereunder shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE XIX

ACCOUNTING

19.1 Books and Records. The Project Officers shall cause to be maintained full and correct books and financial records of the Partnership. The Partnership's books and accounts shall be kept in such a manner as to clearly separate all income and expenses and to which sources they are attributable. For financial reporting purposes, the Partnership shall follow generally

accepted accounting principles. For financial and income tax reporting purposes, the Partnership shall elect the accrual basis of accounting.

19.2 Location and Availability of Records. All books and records of the Partnership shall be kept and maintained by the Project Officers at its main office from time to time or at the Project site and shall, during regular business hours, be available for inspection and duplication by any Partner or its designated representatives, including attorneys, auditors and accountants.

19.3 Monthly Reports. Within 20 days after the end of each calendar month, the Project Officers shall cause the Partners to be provided with a summary of all cash received and disbursements made by the Partnership in such month.

19.4 Quarterly Reports. Within 30 days after the close of each fiscal quarter of each fiscal year of the Partnership, the Project Officers shall cause the Partners to be provided with an unaudited balance sheet and a profit and loss statement prepared on the accrual basis indicating the source and application of funds of the Partnership relating to that preceding fiscal quarter and setting forth any changes from the Budget then in effect.

19.5 Annual Report. Within 45 days after the close of each fiscal year, the Project Officers shall, at the expense of the Partnership, cause to be prepared and furnished to the Partners, an unaudited financial statement of the Partnership, including a balance sheet, a statement of the capital account of each Partner

and a statement of income and expenses; and within 75 days after the close of each fiscal year, the Project Officers shall, at the expense of the Partnership, cause a firm of independent certified public accountants retained by the Partnership to prepare and furnish to the Partners an audited financial statement of the Partnership.

19.6 Tax Returns. Within 75 days after the close of each fiscal year, the Project Officers shall cause to be prepared, at the expense of the Partnership, by such accountants, the income tax returns for the Partnership for the preceding fiscal year of the Partnership and Schedules K-1 for each Partner attached, and will file such tax returns as required by law.

19.7 Tax Matters Partner. Pursuant to Section 6231(a) of the Code, JMB/Olmsted is hereby appointed tax matters partner for all purposes of the Code. The Partnership shall indemnify and hold harmless JMB/Olmsted from any loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) arising out of any act or failure to act, in its capacity as tax matters partner, to the fullest extent permitted by law.

19.8 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

19.9 Bank Accounts. All receipts, funds and income of the Partnership shall be deposited in a bank or banks or other financial institutions selected by the Project Officers. Withdrawals from said bank or banks shall be made by signature of such persons as the Project Officers shall, from time to time,

designate. There shall be no commingling of the monies and funds of the Partnership with monies and funds of any other entity and said monies and funds shall be maintained in separate and distinct accounts of the Partnership.

ARTICLE XX

GENERAL MATTERS

20.1 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20.2 Gender, Etc. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of Articles are for convenience only and neither limit nor amplify the provisions of the Agreement itself.

20.3 Binding Effect. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Partners and their respective successors and assigns. Whenever, in this instrument, a reference to any Partner is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such Partner.

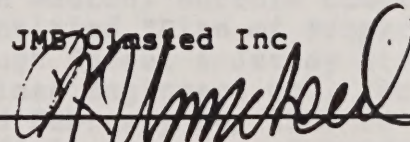
20.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

20.5 Nonrecourse. Notwithstanding anything in this Agreement to the contrary, except for (a) liability for fraud or misappropriation of Partnership assets or a breach by a Partner of its fiduciary duty to the other Partner or the Partnership and (b) as provided in Article V, the recourse of a Partner or the Partnership against the assets of the other Partner arising out of the failure of such other Partner to perform any of its obligations under this Agreement shall be limited to such other Partner's interest in the Partnership (including without limitation cash distributions from the Partnership of any nature whatsoever). Nothing in this Section 20.5 shall be construed as limiting the right of the Partnership or any Partner to seek specific performance of this Agreement.

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first above written.

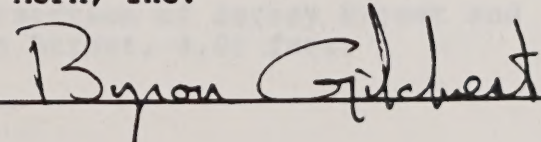
JMB/Olmsted Limited Partnership

By: JMB/Olmsted Inc

By: 

Macomber/Olmsted Plaza Associates
Limited Partnership

By: MOPA, Inc.

By: 

SCHEDULE A DESCRIPTION

Parcel I:

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck And Co. Brookline Avenue & Park Drive Boston Massachusetts" prepared by Cullinan Engineers Co., Inc. Civil Engineers - Land Surveyors dated March 20, 1989 to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

SOUTHEASTERLY by Brookline Avenue, 366.11 feet;

SOUTHEASTERLY
SOUTHERLY and
SOUTHWESTERLY

by the intersection of Brookline Avenue and Park Drive, 219.24 feet, 70.00 feet and 119.34 feet;

SOUTHWESTERLY by Park Drive, 307.97 feet and 258.42 feet;

NORTHWESTERLY by land now or formerly of Consolidated Rail Corporation, 459.86 feet and 20.87 feet; and

EASTERLY
NORTHEASTERLY
SOUTHEASTERLY
and

NORTHEASTERLY by three lines in Fullerton Street and by Fullerton Street, measuring respectively 37.55 feet, 118.29 feet, 20.71 feet and 452.43 feet.

Said premises contain 387,620 square feet more or less or 8.90 acres according to said plan.

Parcel II:

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck And Co. Peterborough Street & Jersey Street Boston Massachusetts" prepared by Cullinan Engineers Co., Inc. Civil Engineers - Land Surveyors dated February 14, 1989 revised March 16, 1989 to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

EASTERLY by Jersey Street, 134.00 feet;

EASTERLY and
SOUTHEASTERLY

by the intersection of Jersey Street and Peterborough Street, 4.00 feet;

SOUTHERLY by Peterborough Street 273.49 feet;
WESTERLY by land now or formerly of the City of Boston,
138.00 feet; and
NORTHERLY by the center line of a passageway, 277.49
feet.

Said premises contain 38,290 square feet more or less
according to said plan.

Parcel III:

A certain parcel of land in Boston, Suffolk County,
Massachusetts shown on a plan entitled "Plan of Property Owned By
Sears Roebuck And Co. Van Ness Street & Yawkey Way Boston
Massachusetts" prepared by Cullinan Engineers Co., Inc. Civil
Engineers - Land Surveyors dated February 9, 1989 revised
March 16, 1989 to be recorded with Suffolk Registry of Deeds and
bounded and described according to said plan as follows:

EASTERLY by Yawkey Way, 128.00 feet;
SOUTHERLY by the center line of a passageway 272.33 feet;
WESTERLY by land now or formerly of Harvard Community Health
Plan, Inc., 128.00 feet; and
NORTHERLY by Van Ness Street, 272.33 feet.

Said premises contain 34,858 square feet more or less
according to said plan.

Parcel IV:

A certain parcel of land in Boston, Suffolk County,
Massachusetts shown on a plan entitled "Plan of Property Owned By
Sears Roebuck And Co. Brookline Avenue & Park Drive Boston
Massachusetts" prepared by Cullinan Engineers Co., Inc. Civil
Engineers - Land Surveyors dated February 15, 1989 revised
March 16, 1989 to be recorded with Suffolk Registry of Deeds and
bounded and described according to said plan as follows:

SOUTHEASTERLY by Brookline Avenue, 187.51 feet;
SOUTHEASTERLY
WESTERLY
NORTHWESTERLY
NORTHERLY
and
NORTHEASTERLY by Riverway and Access Road, 132.75 feet,
75.49 feet, 80.14 feet and 331.53 feet; and

NORTHEASTERLY by Park Drive, 52.14 feet, 133.81 feet and 77.91 feet.

Said premises contain 70,805 square feet more or less according to said plan.

Notwithstanding the above, the Trusts shall be bound by any of the following conditions which may be contained in any lease, license, agreement and a certain Warranty Agreement, both dated April 14, 1984:

1. Any transaction or series of related transactions constituting a sale or lease of real property, or financing or refinancing of any property, or any financing or refinancing involving gross proceeds of more than \$10,000,000;

2. Any transaction or series of related transactions constituting any new equity investment, acquisition or development transaction which requires the Trusts to be involved in such new equity investment, acquisition or development by the Trusts or any subsidiary of the Trusts, or any transaction with such new equity investment, acquisition or development in which the Trusts are involved in a capacity as lender, guarantor or guarantor of (A) twenty-five percent (25%) of the equity, or (B) \$10,000,000;

3. Entering into certain agreements with affiliates of the Trusts with respect to construction contracts to be entered into between the Partnership and George E.J. Nader Company, such contracts will be subject to the approval of the Trusts if the total contract amount is at least \$10,000,000, such approval to be withheld only if the contract does not reflect terms and conditions have been negotiated by unrelated parties at arm's length.

Exhibit B

Macomber Properties Limited, L.P. ("MPL") is required to obtain the consent of AEW #158 Trust and AEW #163 Trust (collectively, the "Trusts") prior to the taking of any of the following actions under the terms of a certain Debenture Agreement and a certain Warrant Agreement, both dated April 20, 1989:

1. any transaction or series of related transactions constituting a sale or other disposition, or financing or refinancing with net proceeds to MPL of more than \$10,000,000 and any financing or refinancing involving gross proceeds of more than \$65,000,000;

2. any transaction or series of related transactions constituting any new equity investment, acquisition or development transaction which requires the total equity to be invested in such new equity investment, acquisition or development by MPL plus recourse indebtedness attributed to MPL in connection with such new equity investment, acquisition or development to exceed the greater of (A) twenty-five percent (25%) of MPL's equity, or (B) \$10,000,000;

3. entering into certain agreements with affiliates of MPL. With respect to construction contracts to be entered into between the Partnership and George B.H. Macomber Company, such contracts will be subject to the approval of the Trusts if the total contract amount is at least \$50,000,000, such approval to be withheld only if the contract does not reflect terms that would have been negotiated by unrelated parties at arm's length.

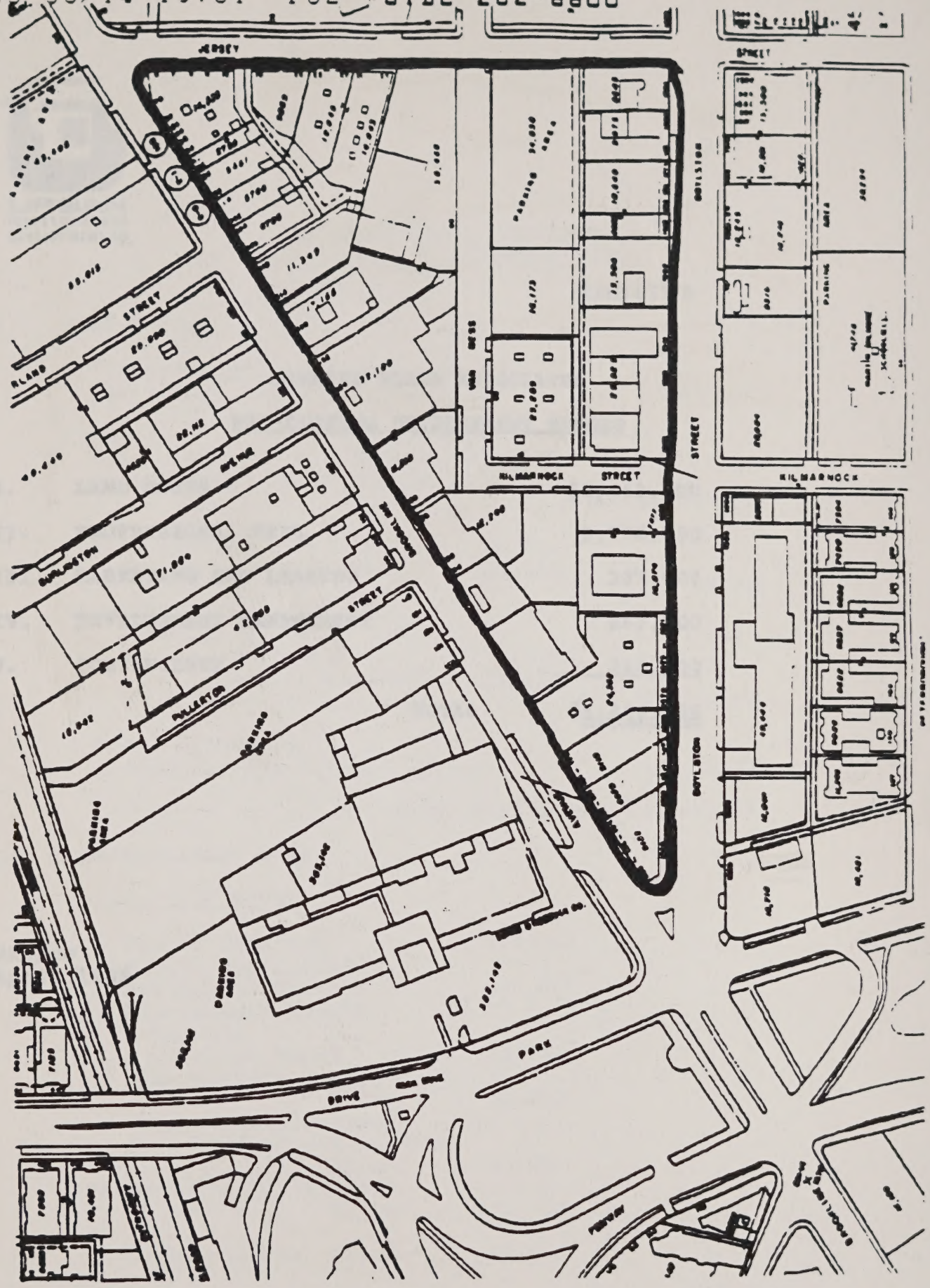




EXHIBIT D

OLMSTED PLAZA ASSOCIATES
PRE-CLOSING DEVELOPMENT BUDGET

I.	LAND COSTS	\$2,442,700
II.	PROFESSIONAL FEES	2,770,500
III.	MARKETING AND LEASING	337,000
IV.	DEVELOPMENT MANAGEMENT	667,700
V.	CONTINGENCY	<u>248,400</u>
	TOTAL	<u>\$6,466,300</u>

RKU/cb
April 1989

RFU
April 1989

OLMSTED PLAZA ASSOCIATES
Pre-Closing Development Budget

I. LAND COSTS

* \$2M for Acquisition Deposits (1)		
\$1M in May and \$1M in Sept. '89		\$2,000,000
* Legal		
Hale & Dorr	Allow. \$250,000	
Arvey, Hodes (P&S)	Allow. <u>25,000</u>	
	S/T	\$ 275,000
* Land Surveys (2)	50,000	
Recovery from Sears	<u>(15,000)</u>	
	S/T	\$ 35,000
* Asbestos/Hazardous		
Material Survey		
GEI - Base Study	\$ 75,000	
Addit. Services	<u>15,000</u>	
	S/T	\$ 90,000
* Misc. Allowance		
(Added Survey, borings, etc.)		<u>\$ 16,000</u>
	TOTAL LAND COSTS	\$2,442,700

II. PROFESSIONAL FEES

* <u>Architect (NFA)</u>		
- Master Planning	\$ 175,000	
- Public Approvals/ Article 31/Process	100,000	
- Preliminary Tenant Layouts		
.075x300,000x2	45,000	
- MBTA Station Design		
Allow.	30,000	
- Design Modifications		
Full Phasing Office/Hotel		
Allow.	30,000	
- As-built Survey/CADD		
Set-Up	Allow. 82,000	
- Reimbursables	Allow. <u>35,000</u>	
	S/T	\$ 497,000

...Continued to Page Two

Architect (NFA)

* Schematic Phase		
- Main Building		
\$2.18/GSFx1,100,000x.15=	\$	360,000
- Park Drive Office Building		
\$2.75/GSFx230,000x.15 =		94,900
- Brookline Office Building		
\$2.75/GSFx280,000x.15 =		115,500
- Parking		
1400x320x.80x.15 =		53,800
- Park/Site	Allow.	20,000
	S/T	\$ 644,200
Reimbursables (.07)		<u>45,100</u>

S/T \$ 689,300

II. Consultants

Engineers

1. Structural		
* Survey	\$	8,000
* Schematic		
230,000x.15x.45 =		15,500
280,000x.15x.45 =		18,900
1,100,000x.15x.30 =		49,500
1,400x320x.15x.45 =		30,240
* Reimbursables		<u>10,060</u>

S/T \$ 132,200

2. Mechanical/Electrical		
* Survey	\$	15,000
* Schematic		
230,000x.15x.50 =		17,250
280,000x.15x.50 =		21,000
1,100,000x.15x.45 =		74,250
1,400x320x.15x1.2 =		8,000
* Reimbursables		<u>14,500</u>

S/T \$ 150,000

3. Medical Consultant (CLC) (3)		
Conceptual Phase Services	\$	36,000
Incentive Phase		
300,000 SF x.60x.5 =	\$	<u>90,000</u>

S/T \$ 126,000

...Continued to Page Three

11. PROFESSIONAL FEES (Continued)

4. Elevator Consultant

Conceptual/Schematic
- Phase Studies \$ 20,000

5. Environmental Consultant (HMM)

- PNF/ENF Filing \$ 35,000
- EIR Phase 350,000
Reimbursables 40,000
S/T \$ 425,000

6. Development Consultant (Trinity) (4)

- 1988 Assemblage Costs \$ 50,000
- Retainer (\$8,000/mo.) 96,000
- Execution of P&S 30,000
- PZAC Approval 100,000
- BRA (DIPP Documents)
1,300,000x.20 (.50) = 130,000
200,000x.40 (.50) = 40,000
.10 x 1,500,000 = 150,000
S/T \$ 596,000

7. Construction Consultant (Macomber)

Pre-Construction Services

- \$ 5,000/mo. x 12 mos = \$ 60,000
- Other Allow. 10,000
S/T \$ 70,000

8. OTHER

Park Schematics \$ 25,000
Geotechnical
(FDTN Study) 15,000
Misc. Allowance 25,000
S/T \$ 65,000

TOTAL PROFESSIONAL FEES \$2,770,500

...Continued to Page Four

III. MARKETING AND LEASING

- Graphics Consultant	
* Presentations	\$ 12,000
* Preliminary Brochure	10,000
* Materials	25,000
- Advertising	10,000
- Contributions to Hospitals/ Benefits	10,000
- Built-Out Marketing Center	
* Construction	
10,000 SF @ 20	= \$200,000
* Furniture	= 20,000
* Special Materials	
Models/Renderings	= <u>50,000</u>

TOTAL MARKETING AND LEASING \$ 337,000

IV. DEVELOPMENT MANAGEMENT

* Development Officer (MDA)	
\$125/hr. (50 wks.) 1 day/wk	\$ 50,000
* Development Officer (Urban)	
\$125/hr. (75 wks.) 2 days/wk	150,000
* Development Manager (100%)	
DPE x 1.8	162,000
* Project Assistant (100%)	
DPE x 1.8	41,400
* Project Accountant (20%)	
DPE x 1.8	11,160
* Construction Manager (20%)	
DPE x 1.8	39,600
* Chicago Support (5)	
(Allow 10 hrs./week)	97,000
* Assistant Development Manager	
(3 months)	<u>21,500</u>
	S/T \$582,660
* Travel and Meeting	
Allow.	\$ 50,000
* Miscellaneous	10,000
* Reimbursables	
(Special Equipment, etc.)	<u>25,040</u>
	S/T \$ 85,000

TOTAL DEVELOPMENT MANAGEMENT \$ 667,700

V. CONTINGENCY

Allow 6% on total of items I-IV (\$4,140,700) = \$ 248,400

TOTAL PRE- CLOSING COSTS \$6,466,300

OLMSTED PLAZA ASSOCIATES
PRE-CLOSING DEVELOPMENT BUDGET

NOTES AND ASSUMPTIONS

- (1) Assume Purchase and Sale Agreement will be executed in May 1989 and closing will occur by December 28, 1989.
- (2) Assume Sears will absorb a \$15,000 portion of the property survey costs.
- (3) Assumes CLC will identify and participate in the negotiations to lease 300,000 SF of medical-related space prior to closing date.
- (4) Assumes Trinity will achieve incentives contained in Service Agreement.
- (5) Assumes the participation of the following from Chicago:

Tom Omundson	(2 days/mo)
George Darrell	(4 days/mo)
Accounting	(2 days/mo)

Allow 20 wks x \$140K x 1.8 = \$ 97,000

Program Assumptions include the following:

- A. Main building of 1.1 million SF
- B. 1,400 car garage
- C. 230,000 GSF office building along Park Drive
- D. 280,000 GSF office building along Brookline Avenue

RKU/cb
April 1989

EXHIBIT E

Illustration of Dilution Formula set forth in Section 5.3

Assumptions:

1. Partner X and Partner Y have each made initial contributions pursuant to Section 5.1 in the amount of \$25,000, and each initially has a 50% Respective Interest.
2. Additional Contributions of \$10,000 for each Partner are determined to be necessary in accordance with Section 5.2.
3. Partner X makes no Additional Contributions; Partner Y makes its own \$10,000 Additional Contribution and also elects to advance Partner X's \$10,000 Additional Contribution. At this point, Partner X has actually contributed \$25,000 and Partner Y has actually contributed \$45,000.
4. No distributions have been made to Partner X or Partner Y pursuant to Section 9.2.b or Section 9.2.c. Section 9.2.b provides for the return of capital contributions made by one Partner on behalf of a Defaulting Partner; and Section 9.2.c provides for the return of capital contributions made by Partners for their own account.

The formula for recalculating each Partner's Respective Interest is:

The Partner's "Deemed Capital"
"Aggregate Partnership Capital"

To determine a Partner's "Deemed Capital," first add: (i) the amounts of all capital contributions made by the Partner for its own account which have not previously been returned pursuant to Section 9.2.c; plus (ii) Additional Contributions, if any, made by it on behalf of a Defaulting Partner which have not previously been returned pursuant to section 9.2.b. The sum of (i) and (ii) is called the Partner's "Base Amount." If one Partner has made Additional Contributions on behalf of another Partner, as Partner Y has for Partner X in the illustration, its Base Amount is increased, and the Base Amount of the Defaulting Partner is decreased, by the "Deficit Amount." The Deficit Amount is the difference between (i) the amount contributed by one Partner for the other (\$10,000 in this case) and (ii) 150% times that amount (\$15,000 in this case). In the illustration, therefore, the Deficit Amount is \$5,000.

Partner X's Deemed Capital is \$20,000, representing its Base Amount contribution of \$25,000 under assumption 1 above, minus the \$5,000 Deficit Amount.

Partner Y's Deemed Capital is \$50,000, representing a Base Amount of (i) its \$25,000 contribution under assumption 1 and \$10,000 contribution for its own account under assumption 3 and

(ii) the additional \$10,000 contributed under assumption 3 on behalf of Partner X, plus the \$5,000 Deficit amount.

The Deficit Amount is not distributable in cash to Partner Y and does not reduce the amount distributable to Partner X under Section 9.2.c; it serves only to increase Partner Y's Deemed Capital and to decrease Partner X's Deemed Capital for the purpose of recalculating Respective Interests.

"Aggregate Partnership Capital" is the sum of all capital contributed by the Partners which has not previously been returned to them pursuant to Section 9.2.b and Section 9.2.c.

Aggregate Partnership Capital is 70,000: Partner X has contributed \$25,000 and Partner Y has contributed \$45,000. None of these contributions has been returned. See Assumptions 3 and 4.

The recalculated Respective Interests are:

Partner X	<u>\$20,000</u>	=	28.57%
	\$70,000		

Partner Y	<u>\$50,000</u>	=	71.43%
	\$70,000		

Draft Agreement of Limited Partnership
of Subparcel 1A Associates Limited Partnership

AGREEMENT OF LIMITED PARTNERSHIP
OF
SUBPARCEL 1A LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP of Subparcel 1A Limited Partnership (the "Partnership") dated as of October __, 1991, between Olmsted Plaza 1A Associates, a Massachusetts general partnership (the "General Partner"), and Olmsted Plaza Associates, a Massachusetts general partnership (the "Limited Partner"). The General Partner and the Limited Partner, intending to form a limited partnership pursuant to the Massachusetts Uniform Limited Partnership Act (the "Act"), hereby agree as follows:

1. Name of Partnership. The name of the Partnership is Subparcel 1A Limited Partnership (the "Partnership").

2. Business of Partnership; Purposes and Powers.

(a) The character of the business of the Partnership and its purpose are:

(i) to acquire a condominium unit in a two-unit condominium which owns a certain parcel of real property commonly known as the Catalog Merchandise Distribution Center located at 201 Brookline Avenue, which is situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, together with all improvements, buildings, structures, and attached fixtures located thereon and all rights, privileges, easements and appurtenances, if any, thereunto belonging, and certain personal property used in connection with the operation of such real property (such personal property and the condominium unit and the related rights of the owner thereof (whether in real or personal property), collectively is referred to herein as the "Property");

(ii) to redevelop the Property into a mixed-use complex including, but not limited to, convenience retail incidental to other Property uses, commercial office space, medical research and/or administrative facilities, hotel space and parking garage space, all as the General Partner shall determine (the Property, as it shall be redeveloped by the Partnership, is referred to herein as the "Project");

(iii) to own and operate the Project, together with any other property which the Partnership may hereafter acquire, in the manner set forth in this Agreement; and

(iv) to engage in any and all activities related thereto.

(b) All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by the General Partner, who shall have the exclusive right and full authority to manage, conduct and operate the Partnership business. Specifically, but not by way of limitation, the General Partner shall be authorized:

(i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes it may specify, whether or not related to the Partnership or the Partnership's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the Partnership;

(ii) to cause to be paid on or before the due date thereof all amounts due and payable by the Partnership to any person or entity;

(iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the Partnership, including itself, whether or not any such persons so employed are affiliated or related to any partner, and to pay such fees, expenses, salaries, wages and other compensation to such persons as it shall in its sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership;

(v) to pay any and all fees and to make any and all expenditures which it, in its sole discretion, deems necessary or appropriate in connection with the organization of the Partnership, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the Project to be maintained and operated in a manner which satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by any mortgages encumbering the Project from time to time and by any lease, agreement or rental arrangement pertaining to the Project;

(vii) to cause necessary and proper repairs to be made and supplies necessary for the proper operation, maintenance and repair of the Project to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the Partnership's property;

(ix) to take any action of any nature whatsoever necessary to offer and sell limited partnership interests in the Partnership, including without limitation, the qualification or registration of such interests under applicable state securities laws; and

(x) to exercise all powers and authority granted by the Act to general partners, except as otherwise specifically provided in this Agreement.

3. Place of Business of the Partnership. The principal place of business of the Partnership (and its office for purposes of Sections 4(1) and 5(a) of the Act) shall be located at c/o JMB/Urban Development Co., Four Copley Place, Suite 600, Boston, MA 02116.

4. Partners' Names and Business Addresses. The name and business address of the General Partner and the Limited Partner are set forth on Schedule I attached hereto.

5. Term of the Partnership. The term of the Partnership commenced on the date hereof upon the filing on the date hereof of a Certificate of Limited Partnership in the Office of the Secretary of State of the Commonwealth of Massachusetts and shall continue until December 31, 2036, unless sooner terminated by agreement of the General Partner and the Limited Partner.

6. Resident Agent. The name and address of the Partnership's agent for service of process in Massachusetts is JMB/Urban Development Co., Four Copley Place, Suite 600, Boston, MA 02116.

7. Capital Contributions.

(a) The General Partner has contributed \$10.00 in cash to the capital of the Partnership. The Limited Partner has contributed \$90 in cash to the capital of the Partnership.

(b) A separate capital account shall be maintained for each partner. There shall be credited to each partner's capital account the cash amount of any contribution of capital made by

such partner, and such partner's share of the net profits of the Partnership, and there shall be charged against each partner's capital account the amount of all distributions to such partner, and such partner's share of the net losses of the Partnership.

8. Additional Contributions. Additional contributions may be made by any partner if agreed to by all partners.

9. Return of Contributions. The contribution of each partner is to be returned to such partner upon the termination and liquidation of the Partnership, but contributions may be returned prior to such time at the discretion of the General Partner.

10. Share of Profits and Other Items. The net profits, net losses, net cash flow and net proceeds of any sale or refinancing of any property of the Partnership or upon liquidation of the Partnership shall be allocated among the partners according to the relative capital contributions made by each partner. Except as set forth in Section 9, cash distributions shall be made only at such times as shall be determined by the General Partner in its sole discretion.

Net profits and net losses shall, for both Partnership accounting and tax purposes, be net profits and net losses as determined for reporting on the Partnership's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be allocated to and among the partners in the same percentages in which the partners share in net profits and net losses.

11. Substitution and Assignment of a Partner's Interest. No partner may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such partner's interest in the Partnership or any part thereof, or in all or any part of the assets of the Partnership, without the unanimous written consent of the partners, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

12. Admission of Additional Limited Partners. Additional Limited Partners may be admitted if agreed to by all partners.

13. Priorities. No Limited Partner shall have any rights or priority over any other Limited Partner as to contributions or as to compensation by way of income.

14. Continuation of the Partnership. The partners may continue the business of the Partnership on the happening of an event of withdrawal of the General Partner by unanimously electing to do so within 90 days after the occurrence of any of such event.

15. Termination of Membership; Return of Capital. No partner may terminate his or its membership in the Partnership or have any right to distributions respecting his partnership interest except as expressly set forth herein. No Limited Partner shall have the right to demand or receive property other than cash in return for such Limited Partner's contribution.

16. Miscellaneous.

(a) The General Partner shall keep just and true books of account with respect to the operations of the Partnership. Such books shall be maintained at the principal place of business of the Partnership, or at such other place as the General Partner shall determine, and all partners, and their duly authorized representatives, shall at all reasonable times have access to such books.

(b) Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the General Partner may from time to time determine, and shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both Partnership accounting and tax purposes. The fiscal year of the Partnership shall be the calendar year.

(c) The General Partner shall be responsible for one or more accounts to be maintained in a bank (or banks) which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the General Partner in connection with the business of the Partnership, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the Partnership, and shall be received, held and disbursed by the General Partner for the purposes specified in this Agreement.

(d) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit to the partners, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any partner, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such

interest subject to all of the terms and provisions of this Agreement.

(e) The Limited Partner, and each additional or substituted Limited Partner, by the execution of this Agreement or any counterpart hereof, does hereby irrevocably constitute and appoint the General Partner, and each officer thereof, if any, and each of them acting singly, such Limited Partner's true and lawful agent and attorney-in-fact, with full power and authority in such Limited Partner's name, place and stead, to make, execute, acknowledge, swear to, deliver, file and record such documents and instruments as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to, the Partnership's Certificate of Limited Partnership and any amendments thereto. The foregoing power of attorney, being coupled with an interest, is hereby declared to be irrevocable, and shall survive the death, dissolution or incapacity of any Limited Partner.

(f) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the partners.

(g) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(h) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the partners notwithstanding that all partners have not signed the same counterpart.

(i) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any partner or of the Partnership other than a partner who is such a creditor of the Partnership.

(j) The General Partner shall not be required to deliver to the Limited Partner copies of the Partnership's Certificate of Limited Partnership or any amendments thereto or certificates of cancellation thereof.

IN WITNESS WHEREOF, the General Partner and the Limited Partner have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

GENERAL PARTNER:

OLMSTED PLAZA 1A ASSOCIATES

By: JMB/Olmsted Limited
Partnership, Partner

By: JMB/Olmsted Inc., its
general partner

By: _____

Title: _____

and

By: Macomber-Olmsted Plaza
1A Limited Partnership,
Partner

By: MOPA 1A, Inc., its general
partner

By: _____

Title: _____

LIMITED PARTNER:

OLMSTED PLAZA ASSOCIATES

By: JMB/Olmsted Limited
Partnership, Partner

By: JMB/Olmsted Inc., its
general partner

By: _____

Title: _____

and

By: Macomber-Olmsted Plaza
Limited Partnership,
Partner

By: MOPA, Inc., its general
partner

By: _____

Title: _____

SCHEDULE I

Capital Contribution

General Partner

Olmsted Plaza 1A Associates	\$10.00
c/o JMB/Urban Development Co.	
Four Copley Place, Suite 600	
Boston, MA 02116	

Limited Partner

Olmsted Plaza Associates	\$90.00
c/o JMB/Urban Development Co.	
Four Copley Place, Suite 600	
Boston, MA 02116	

APPENDIX B-2

Draft Certificate of Limited Partnership
of Subparcel 1A Associates Limited Partnership

1. Name of Partnership. The name of the Partnership is Subparcel 1A Associates Limited Partnership.

2. Location of Partnership. The Partnership is located at the address of the Partnership as follows:

(i) to acquire a development site in a town of approximately 100 acres of real property located at the corner of the California Freeway and Highway 101 in the City of Los Angeles, County of Los Angeles, California, together with all improvements, buildings, structures, and attached fixtures located thereon and all rights, privileges, easements and appurtenances, if any, pertaining thereto, and certain personal property used in connection with the operation of such real property (such personal property and the consideration and the interest in such personal property (whether in real or personal property), collectively is referred to herein as the "Property");

(ii) to develop the Property into a mixed-use complex including, but not limited to, commercial retail facilities, office space, commercial office space, and medical treatment and/or administrative facilities, hotel space and parking areas; and, all of the General Partner shall determine the manner in which the Property shall be developed by the Partnership, as it shall be determined by the Partnership, as referred to herein as the "Project";

(iii) to own and operate the Property, together with any other property and any other business or interest in any business, in the manner and for the purposes set forth in the Partnership Agreement, and

(iv) to do all things necessary and proper to carry out the purposes of the Partnership.

3. Office of the Partnership. The office of the Partnership shall be located at the address of the Partnership as follows: The office of the Partnership shall be located at the address of the Partnership as follows: The office of the Partnership shall be located at the address of the Partnership as follows:

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SUBPARCEL 1A LIMITED PARTNERSHIP

Pursuant to the provisions of the Massachusetts Uniform Limited Partnership Act (the "Act"), the undersigned Olmsted Plaza 1A Associates, a Massachusetts general partnership (the "General Partner") hereby agrees, certifies and swears to this Certificate of Limited Partnership creating a limited partnership to be known as "Subparcel 1A Limited Partnership":

1. Name of Partnership. The name of the Partnership is Subparcel 1A Limited Partnership (the "Partnership").

2. Business of Partnership. The character of the business of the Partnership and its purpose are:

(i) to acquire a condominium unit in a two-unit condominium which owns a certain parcel of real property commonly known as the Catalog Merchandise Distribution Center located at 201 Brookline Avenue, which is situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, together with all improvements, buildings, structures, and attached fixtures located thereon and all rights, privileges, easements and appurtenances, if any, thereunto belonging, and certain personal property used in connection with the operation of such real property (such personal property and the condominium unit and the related rights of the owner thereof (whether in real or personal property), collectively is referred to herein as the "Property");

(ii) to redevelop the Property into a mixed-use complex including, but not limited to, convenience retail incidental to other Property uses, commercial office space, medical research and/or administrative facilities, hotel space and parking garage space, all as the General Partner shall determine (the Property, as it shall be redeveloped by the Partnership, is referred to herein as the "Project");

(iii) to own and operate the Project, together with any other property which the Partnership may hereafter acquire, in the manner set forth in this Agreement; and

(iv) to engage in any and all activities related thereto.

3. Office of the Partnership; Agent for Service of Process. The office of the Partnership for purposes of Section 4(1) of the Act (and the office at which its records are maintained for

purposes of Section 5(a) of the Act) is c/o JMB/Urban Development Co., Four Copley Place, Suite 600, Boston, MA 02116. The name and address of the Partnership's agent for service of process in Massachusetts is c/o JMB/Urban Development Co., Four Copley Place, Suite 600, Boston, MA 02116.

4. General Partner's Name and Business Address. The name and business address of the general partner of the Partnership are as follows:

Olmsted Plaza 1A Associates
c/o JMB/Urban Development Co.
Four Copley Place, Suite 600
Boston, MA 02116

5. Date of Dissolution of the Partnership. The latest date on which the Partnership is to dissolve is December 31, 2036.

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the Partnership, has signed and sworn to this Certificate of Limited Partnership under the penalties of perjury as of this ____ day of October, 1991.

GENERAL PARTNER:

OLMSTED PLAZA 1A ASSOCIATES

By: JMB/Olmsted Limited
Partnership, Partner

By: JMB/Olmsted Inc., its
general partner

By: _____

Title: _____

and

By: Macomber-Olmsted Plaza
1A Limited Partnership,
Partner

By: MOPA 1A, Inc., its general
partner

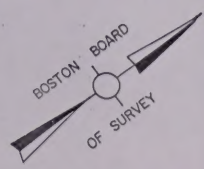
By: _____

Title: _____

APPENDIX C

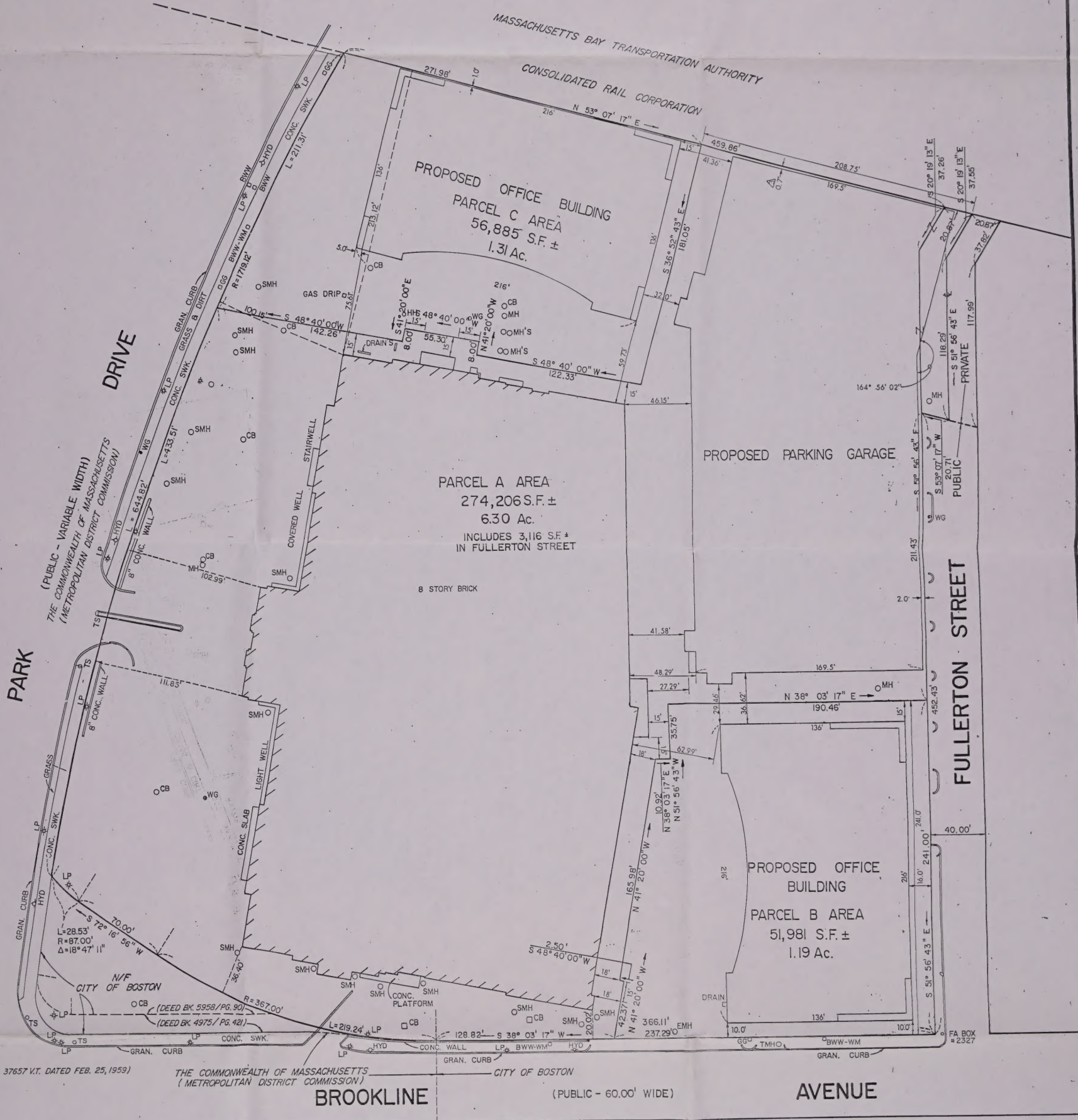
Olmsted Plaza Plan
(Three Sheets)

RECEIVED
AUG 27 1991
NOTES TO FIELD & ALTIMETER INC.



LEGEND

- MH MANHOLE
- SMH SEWER MANHOLE
- EMH ELECTRIC MANHOLE
- TMH TELEPHONE MANHOLE
- CB CATCH BASIN
- BWB BOSTON WATER WORKS
- BWB-WM BOSTON WATER WORKS - WATER METER
- WG WATER GATE
- GG GAS GATE
- HYD HYDRANT
- LP LIGHT POLE
- TS TRAFFIC SIGNAL
- FA FIRE ALARM
- HH HANDHOLE



(SEE M.D.C. PLAN 37657 V.T. DATED FEB. 25, 1959)

THE COMMONWEALTH OF MASSACHUSETTS
(METROPOLITAN DISTRICT COMMISSION)

CITY OF BOSTON

(PUBLIC - 60.00' WIDE)

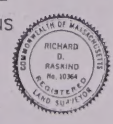
SHEET 3 OF 3

Shows existing Sears Building (w/o warehouse additions) and proposed parking garage to be built on Parcel A and proposed buildings to be built on Parcel B and Parcel C. Setbacks shown for zoning purposes.

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

Richard D. Raskind October 12, 1989
PROFESSIONAL LAND SURVEYOR DATE

CE CULLINAN ENGINEERING CO., INC.
AUBURN - BOSTON, MASSACHUSETTS
CIVIL ENGINEERS - LAND SURVEYORS

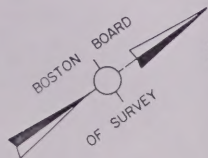


8/27/91	5	PARCEL A REVISED	RDR
11/27/89	4	PROPOSED BUILDINGS FOOT-PRINT ADDED	RDR
10/13/89	3	PARCELS "A", "B" AND "C" DELINEATED	RDR
10/12/89	2	PROPOSED OFFICE BUILDINGS AND PARKING GARAGE ADDED	RDR
DATE	ISSUE	REVISION	DESCRIPTION

PLAN OF PROPERTY
OWNED BY
SEARS, ROEBUCK AND CO.
BROOKLINE AVENUE & PARK DRIVE
BOSTON, MASSACHUSETTS



SCALE: 1" = 32'	RES: OF PLT: KT	FLD: JAK DWN: JPC	CMP: RDR CHK: RDR
DATE: FEB. 13, 1989	PLAN NUMBER: 892017-01-P12-89	SHEET OF 3	3



LEGEND

- MH MANHOLE
- SMH SEWER MANHOLE
- EMH ELECTRIC MANHOLE
- TMH TELEPHONE MANHOLE
- CB CATCH BASIN
- BWW BOSTON WATER WORKS
- BWW-WM BOSTON WATER WORKS - WATER METER
- WG WATER GATE
- GG GAS GATE
- ◇ HYD HYDRANT
- ◇ LP LIGHT POLE
- TS TRAFFIC SIGNAL
- FA FIRE ALARM
- HH HANDHOLE



(SEE M.O.C. PLAN 37657-V DATED FEB 25, 1989)

THE COMMONWEALTH OF MASSACHUSETTS
(METROPOLITAN DISTRICT COMMISSION)

BROOKLINE

(PUBLIC - 60.00' WIDE)

AVENUE

10/7/91	6	PROPOSED OFFICE BLDGS REMOVED	RDR
8/27/91	5	PARCEL A REVISED	RDR
11/27/89	4	PROPOSED BUILDINGS FOOT-PRINT ADDED	RDR
10/13/89	3	PARCELS "A", "B" AND "C" DELINEATED	RDR
10/12/89	2	PROPOSED OFFICE BUILDINGS AND PARKING GARAGE ADDED	RDR
DATE	ISSUE	REVISION	DESCRIPTION
			APP

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

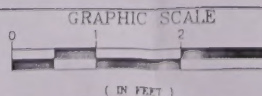
Richard D. Perkins 10/7/91
PROFESSIONAL LAND SURVEYOR DATE

CE

CULLINAN ENGINEERING CO., INC.
AUBURN - BOSTON, MASSACHUSETTS
CIVIL ENGINEERS - LAND SURVEYORS



PLAN OF PROPERTY
OWNED BY
SEARS, ROEBUCK AND CO.
BROOKLINE AVENUE & PARK DRIVE
BOSTON, MASSACHUSETTS



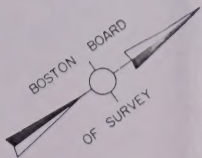
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DATE: FEB. 13, 1989	PLT: KT	DWN: JPC	CHK: RDR
	PLAN NUMBER: 892017-01-P12B-89		SHEET OF 2 3

SHEET 2 OF 2

Shows existing Sears building
(w/o warehouse additions) and proposed
parking garage to be built on Parcel A.
Setbacks shown for zoning purposes.

LEGEND

- MH MANHOLE
- SMH SEWER MANHOLE
- EMH ELECTRIC MANHOLE
- TMH TELEPHONE MANHOLE
- CB CATCH BASIN
- BWB BOSTON WATER WORKS
- BWB-WM BOSTON WATER WORKS - WATER METER
- WG WATER GATE
- GG GAS GATE
- ✱ HYD HYDRANT
- ✱ LP LIGHT POLE
- TS TRAFFIC SIGNAL
- FA FIRE ALARM
- HH HANDHOLE



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
CONSOLIDATED RAIL CORPORATION

PARCEL C AREA
56,885 S.F. ±
1.31 Ac.

PARCEL A AREA
274,206 S.F. ±
6.30 Ac.
INCLUDES 3,116 S.F. ±
IN FULLERTON STREET

PARCEL B AREA
51,981 S.F. ±
1.19 Ac.

PARK

DRIVE

FULLERTON STREET

BROOKLINE

AVENUE

(SEE M.D.C. PLAN 37657-VT DATED FEB. 25, 1959)

THE COMMONWEALTH OF MASSACHUSETTS
(METROPOLITAN DISTRICT COMMISSION)

CITY OF BOSTON

(PUBLIC - 60.00' WIDE)

10/7/91	6	PROPOSED OFFICE BLDGS & PARKING GARAGE REMOVED	RDR
8/27/91	5	PARCEL A REVISED	RDR
11/27/89	4	PROPOSED BUILDINGS FOOT-PRINT ADDED	RDR
10/13/89	3	PARCELS "A", "B" AND "C" DELINEATED	RDR
10/12/89	2	PROPOSED OFFICE BUILDINGS AND PARKING GARAGE ADDED	RDR
DATE	ISSUE	REVISION	DESCRIPTION

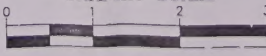
I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL
KNOWLEDGE, INFORMATION AND BELIEF THAT THIS
PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS
OF RECORD AND CONFORMS TO THE RULES AND
REGULATIONS OF THE REGISTERS OF DEEDS.

Richard D. Raskind 10/7/91
PROFESSIONAL LAND SURVEYOR DATE
CE CULLINAN ENGINEERING CO., INC.
AUBURN - BOSTON, MASSACHUSETTS
CIVIL ENGINEERS - LAND SURVEYORS



PLAN OF PROPERTY
OWNED BY
SEARS, ROEBUCK AND CO.
BROOKLINE AVENUE & PARK DRIVE
BOSTON, MASSACHUSETTS

GRAPHIC SCALE



(IN FEET)

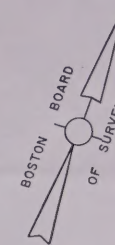
SCALE: 1" = 32'	RES: DF	FLD: JAK	CMP: RDR
DATE: FEB. 13, 1989	PLT: KT	DWN: JPC	CHK: RDR
PLAN NUMBER: 892017-01-PI2A-89	SHEET OF 1	3	

SHEET 1 OF 3

Shows existing Sears building
(w/o warehouse additions).
Setbacks shown for zoning purposes.

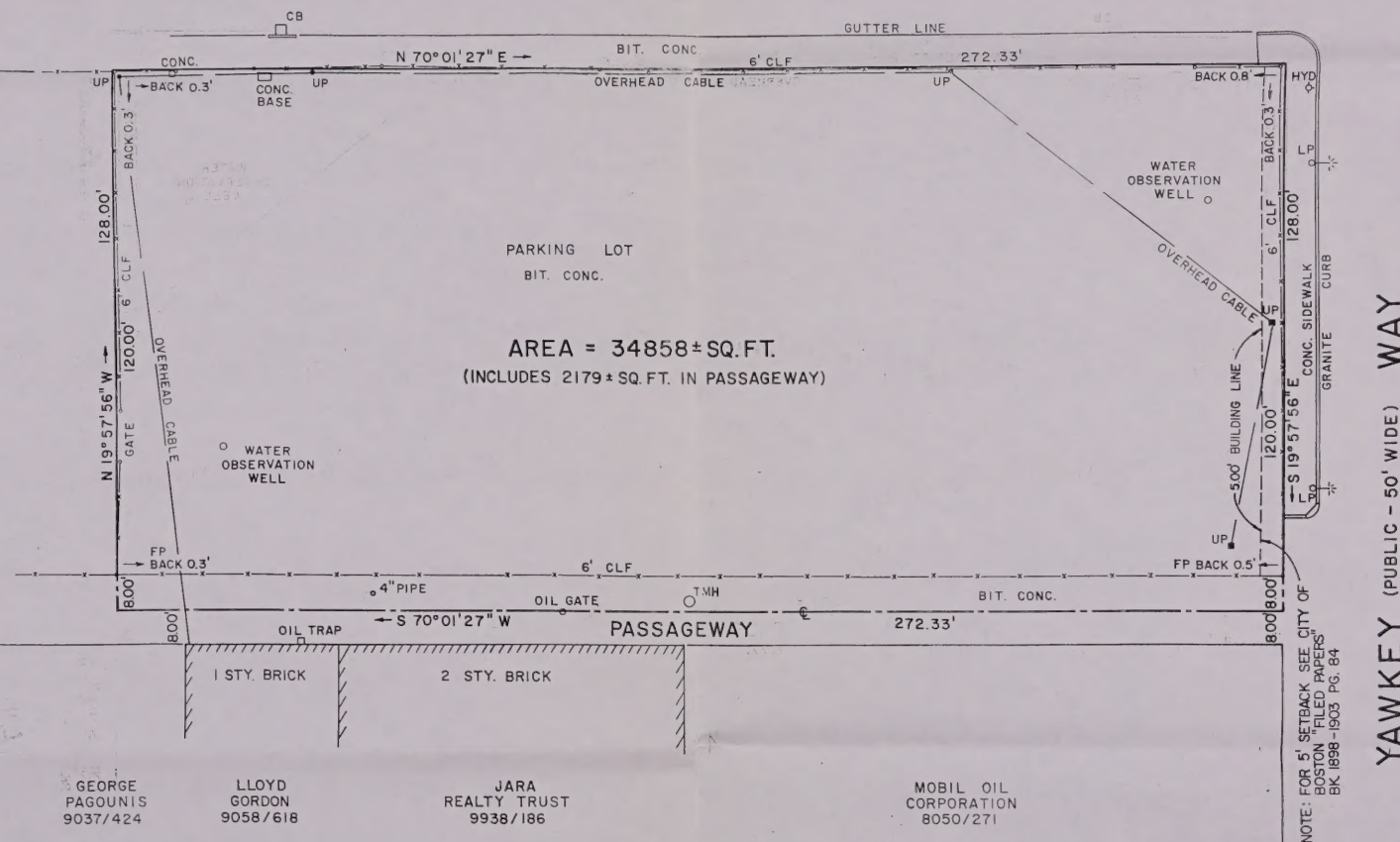
APPENDIX D

Van Ness Plan



VAN NESS (PUBLIC - 50' WIDE) STREET WAY

HARVARD COMMUNITY
HEALTH PLAN, INC.
11336 / 60



REFERENCE: PLAN AND DEED RECORDED IN BOOK 7768 / PG. 190
SUFFOLK REGISTRY OF DEEDS

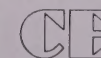
LEGEND

BIT BITUMINOUS
CB CATCH BASIN
CONC CONCRETE
CLF CHAIN LINK FENCE
FP FENCE POST
HYD HYDRANT
LP LIGHT POLE
TMH TELEPHONE MANHOLE
UP UTILITY POLE
C CENTERLINE

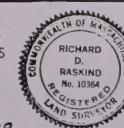
BOYLSTON ST.

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

Richard D. Raskind Feb. 9, 1989
PROFESSIONAL LAND SURVEYOR DATE



CULLINAN ENGINEERING CO., INC.
AUBURN - BOSTON, MASSACHUSETTS
CIVIL ENGINEERS - LAND SURVEYORS



DEC. 26, 1989	3	CONDITIONS VERIFIED	RDR
MARCH 16, 1989	2	CITY OF BOSTON SETBACK RECORDING DATA ADDED	RDR
DATE	ISSUE	REVISION	DESCRIPTION
			APP

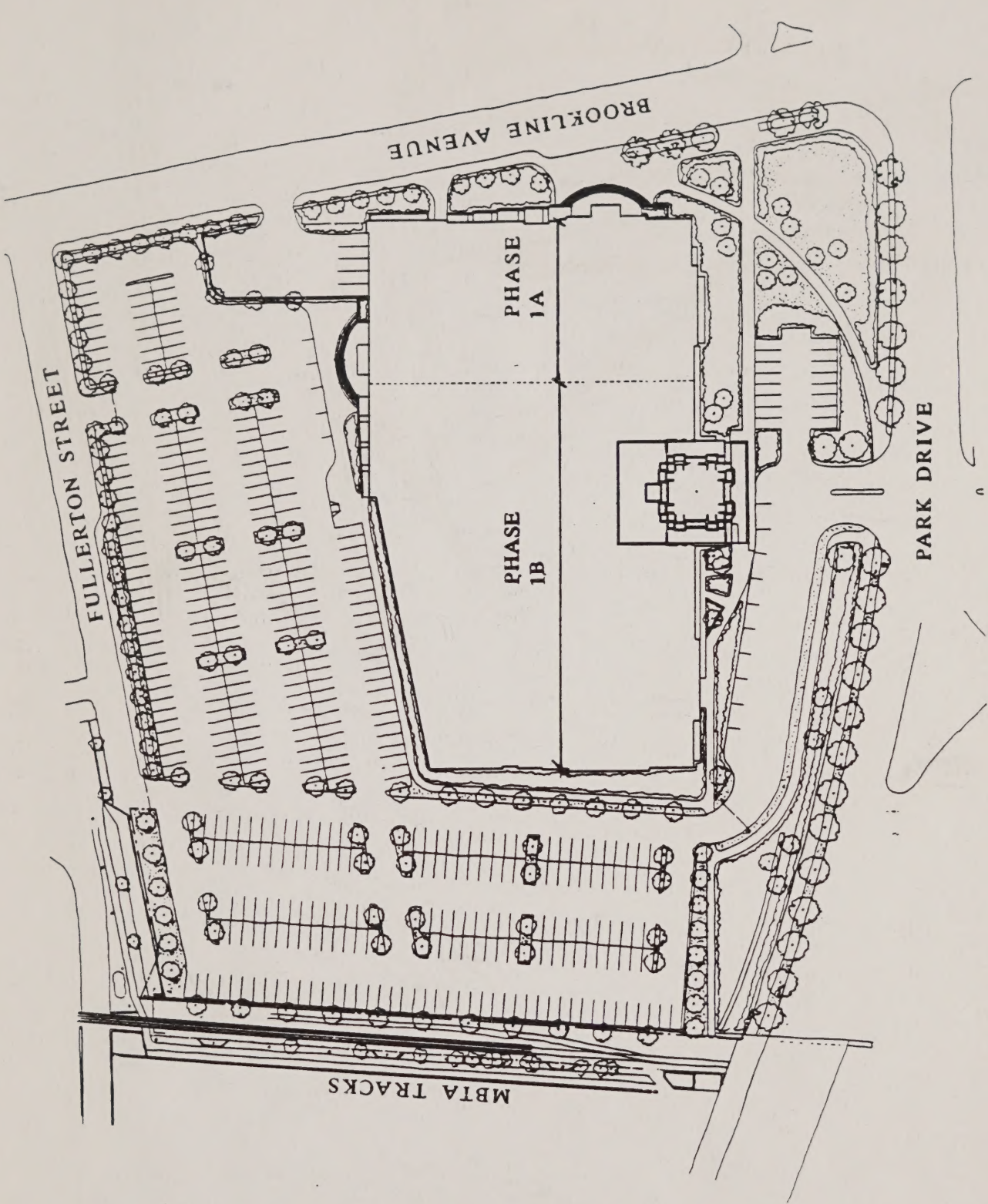
PLAN OF PROPERTY
OWNED BY
SEARS, ROEBUCK AND CO.
VAN NESS STREET & YAWKEY WAY
BOSTON, MASSACHUSETTS

0 1 2 3 INCHES	SCALE	RES. RDR	FLD. JK	CMP.
0 20 40 60 FEET	1 INCH = 20 FEET	PLT. PD	DWN. DAT	CHK.
0 1 2 3 4 5 6 CENTIMETERS	DATE	PLAN NUMBER	SHEET OF	
	FEBRUARY 9, 1989	892017-01-P11-89	1	1

APPENDIX E-1

Olmsted Plaza Site Drawing





OLMSTED PLAZA • PHASE 1A • OLMSTED PLAZA ASSOCIATES

NOTTER FINEGOLD + ALEXANDER

APPENDIX E-2

Map of Former Sears Property, West Fens, Boston

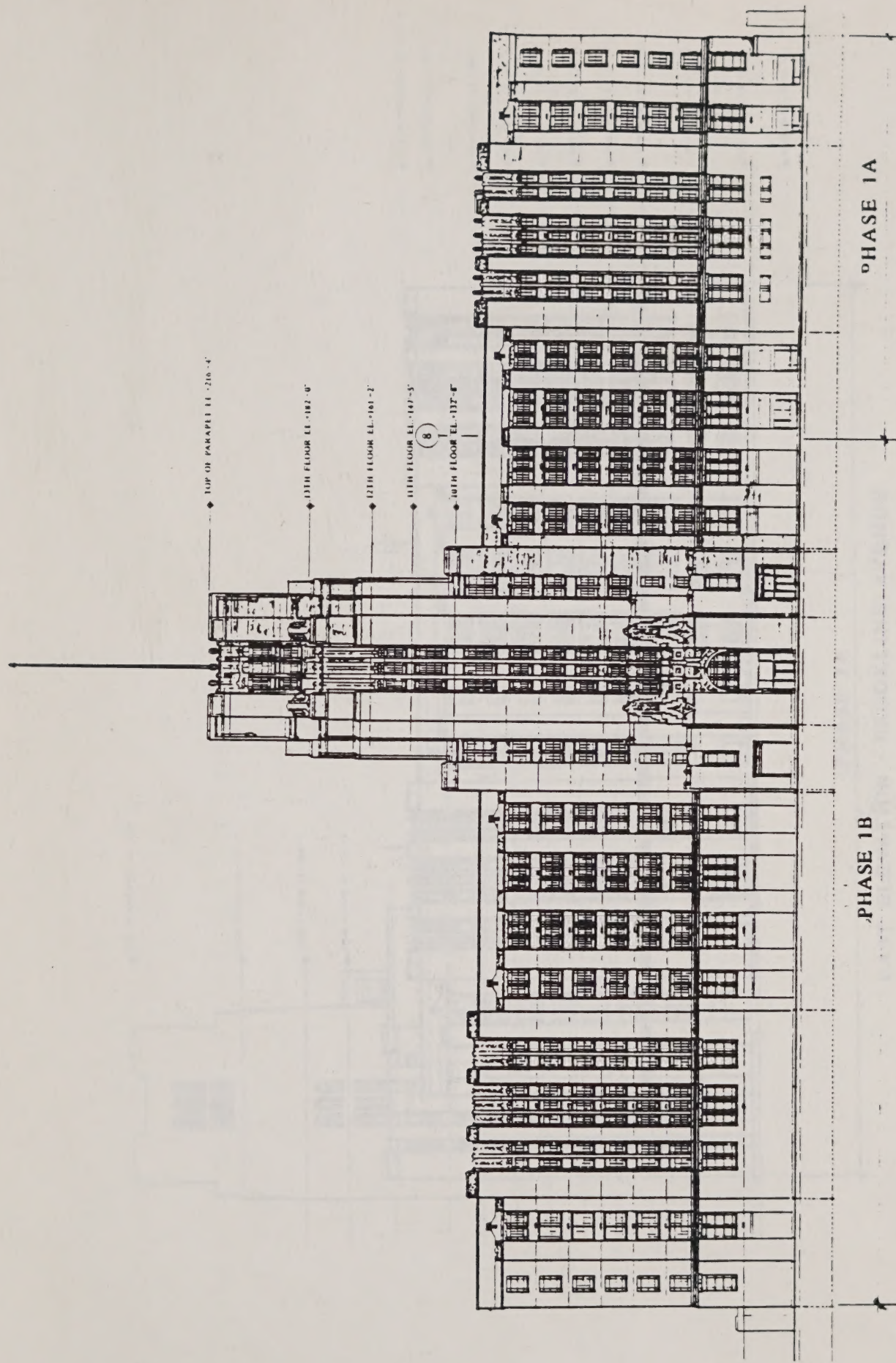
FORMER SEARS PROPERTY, WEST FENS, BOSTON



FORMER SEARS PROPERTY, WEST FENS, BOSTON

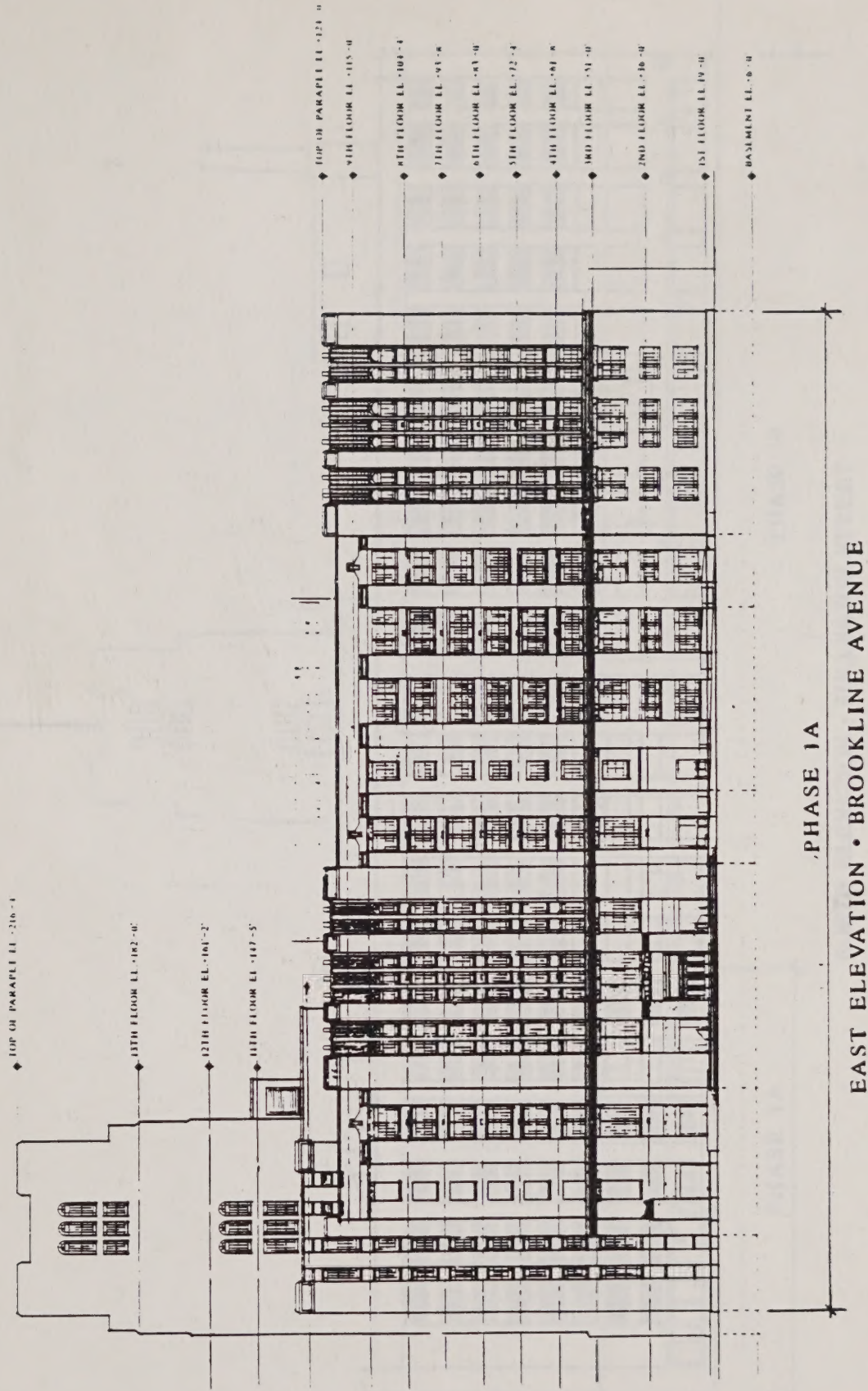
APPENDIX E-3

Olmsted Plaza Elevations and Drawings



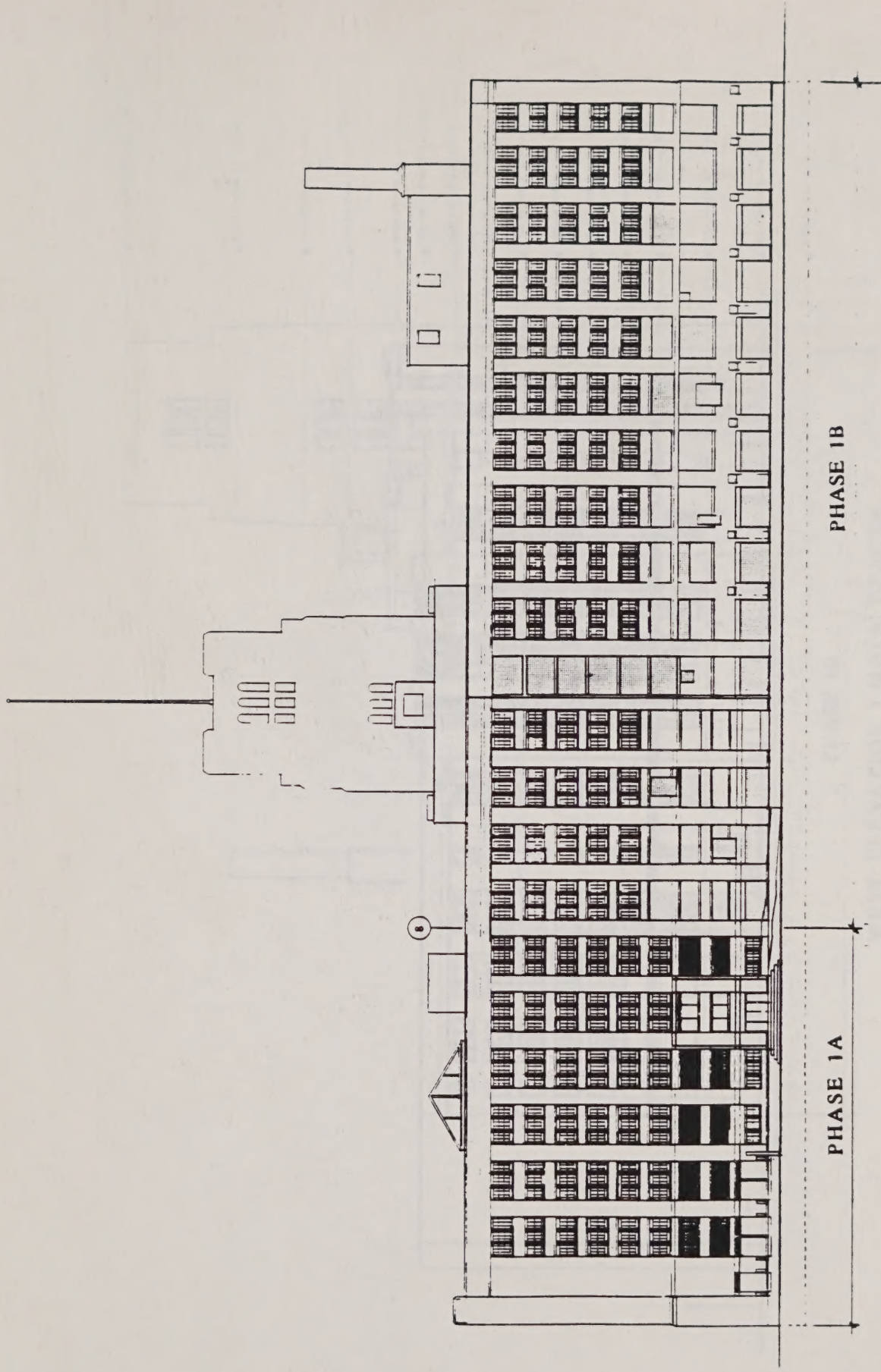
OLMSTED PLAZA • PHASE 1A • OLMSTED PLAZA ASSOCIATES

NOTTER FINEGOLD • ALEXANDER



OLMSTED PLAZA • PHASE 1A • OLMSTED PLAZA ASSOCIATES

NOTTER FINEGOLD + ALEXANDER

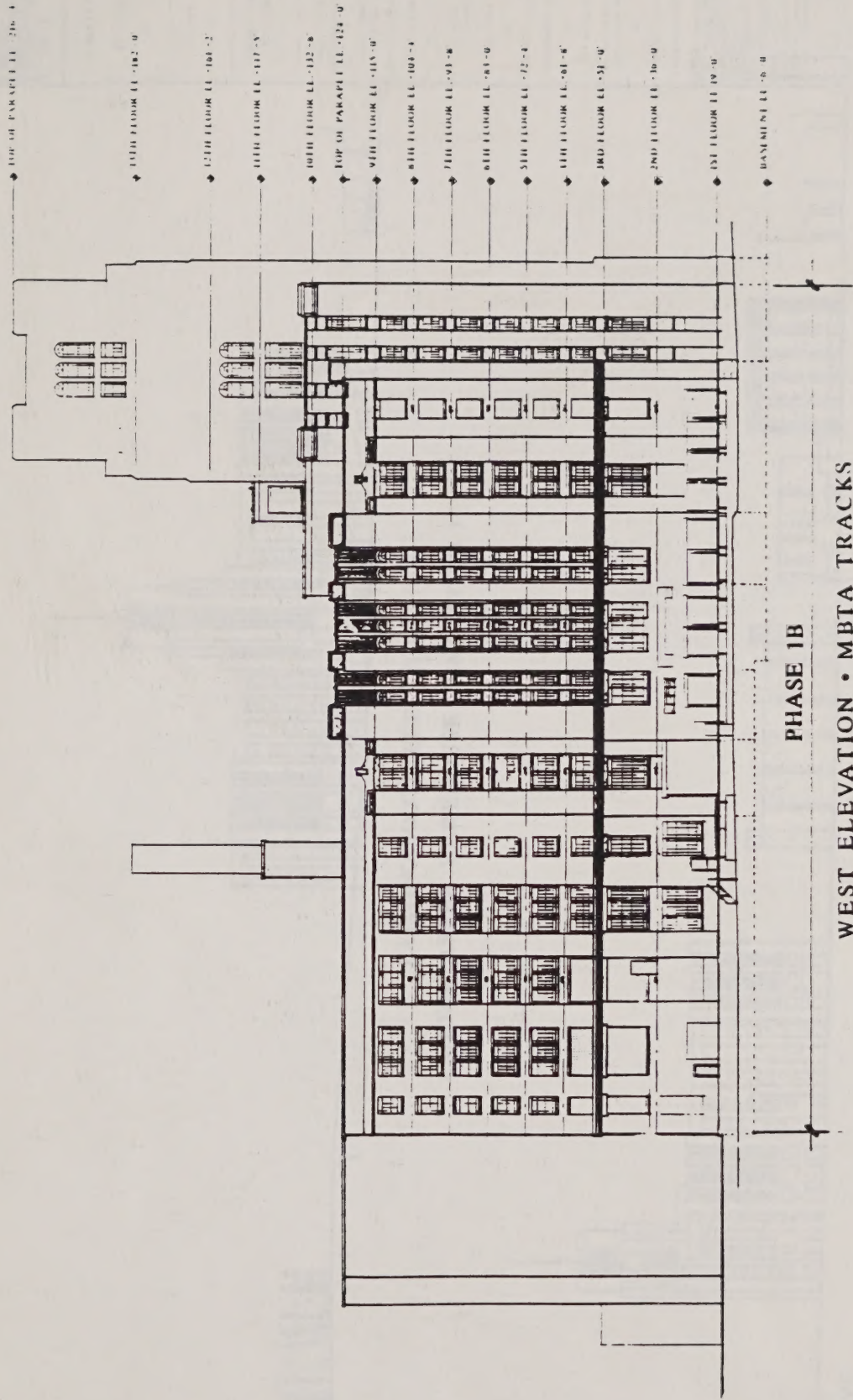


PHASE 1B

PHASE 1A

NORTH ELEVATION • FULLERTON STREET

OLMSTED PLAZA • PHASE 1A • OLSTED PLAZA ASSOCIATES
NOTTER FINEGOLD + ALEXANDER



OLMSTED PLAZA • PHASE 1A • OLMSTED PLAZA ASSOCIATES

NOTTER FINEGOLD + ALEXANDER



OLMSTED
PLAZA

100 PARK DRIVE
ROSELAND
MASSACHUSETTS

OLMSTED
PLAZA
ASSOCIATES INC.
A SUBSIDIARY OF
THE J. J. BURR
DEVELOPMENT CORP.
MANAGER
DEVELOPMENT AND
CONSTRUCTION

CONTRACTORS
ARCHITECTS
ENGINEERS
LANDSCAPE
ARCHITECTS
INTERIORS

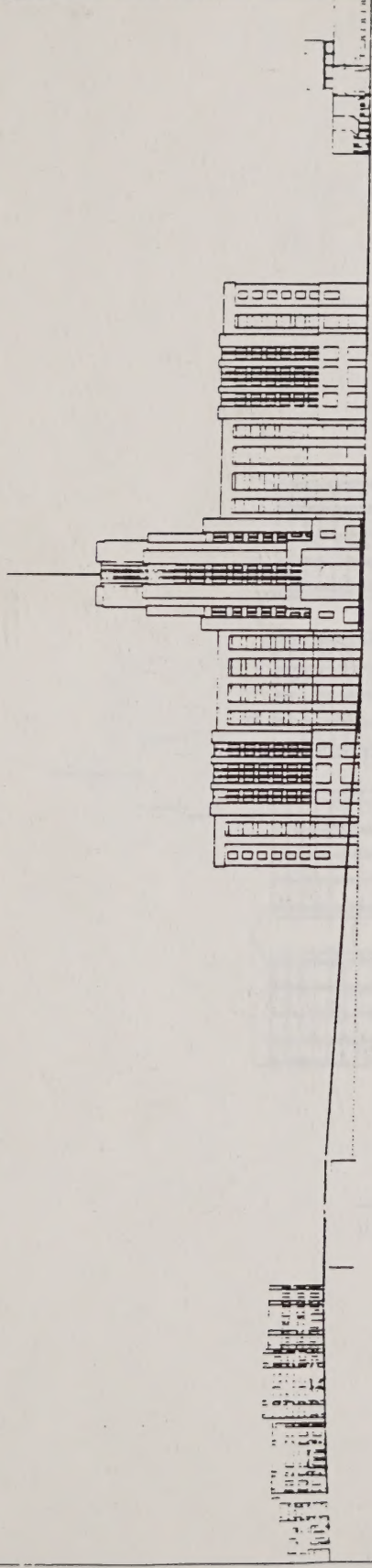
STRUCTURAL ENGINEERS
MECHANICAL ENGINEERS
ELECTRICAL ENGINEERS
PLUMBING ENGINEERS
HVAC ENGINEERS
PILING ENGINEERS

PROJECT NO. 1000
DATE: MAY 10, 1967
BY: J. J. BURR
CHECKED BY: J. J. BURR
REVISIONS

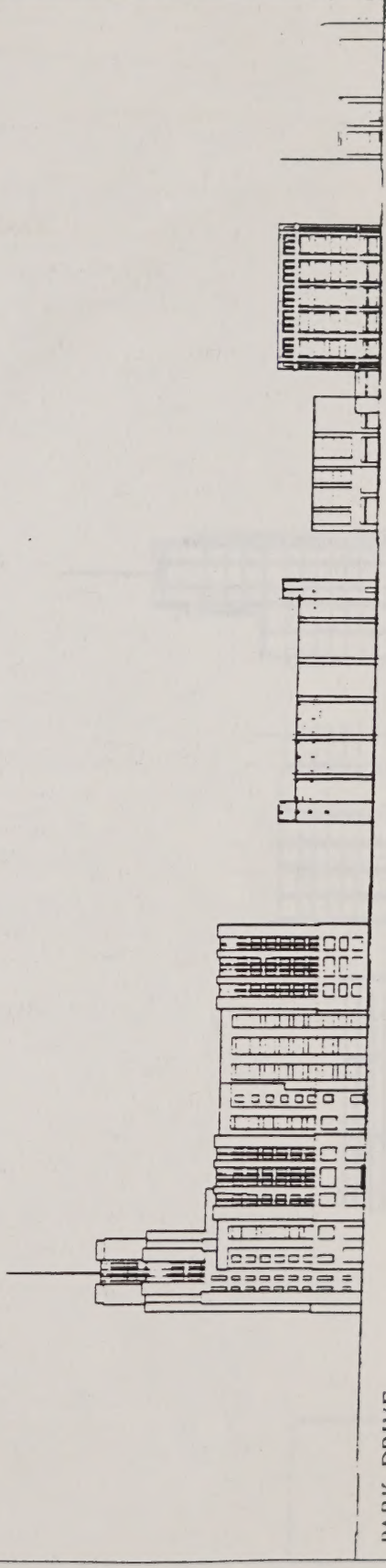
BUILDING
ELEVATIONS

7

CONCEPTUAL
DEVELOPMENT PLAN



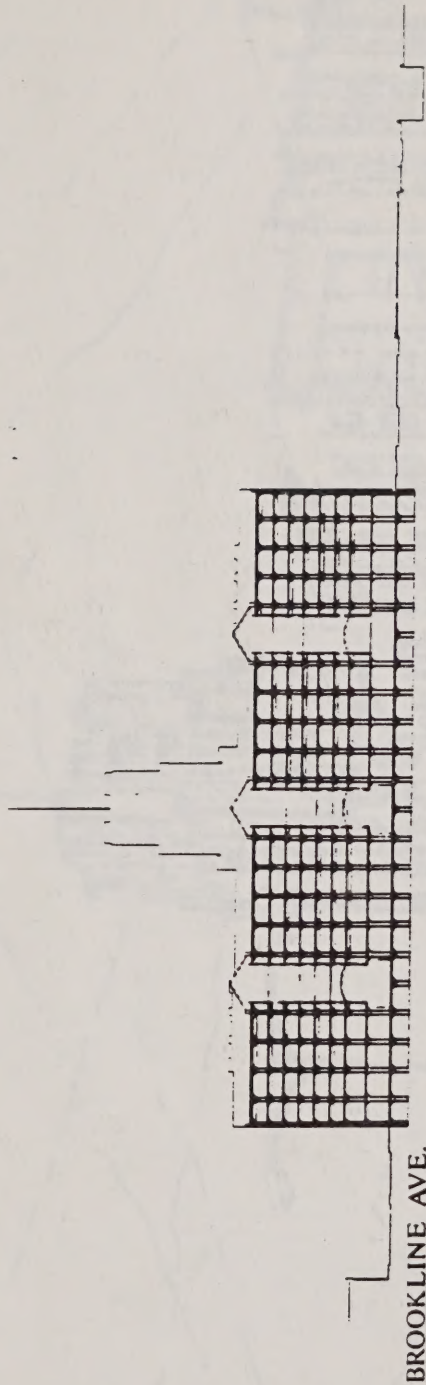
EXISTING SOUTH ELEVATION
(SHOWN AFTER WAREHOUSE DEMOLITION)



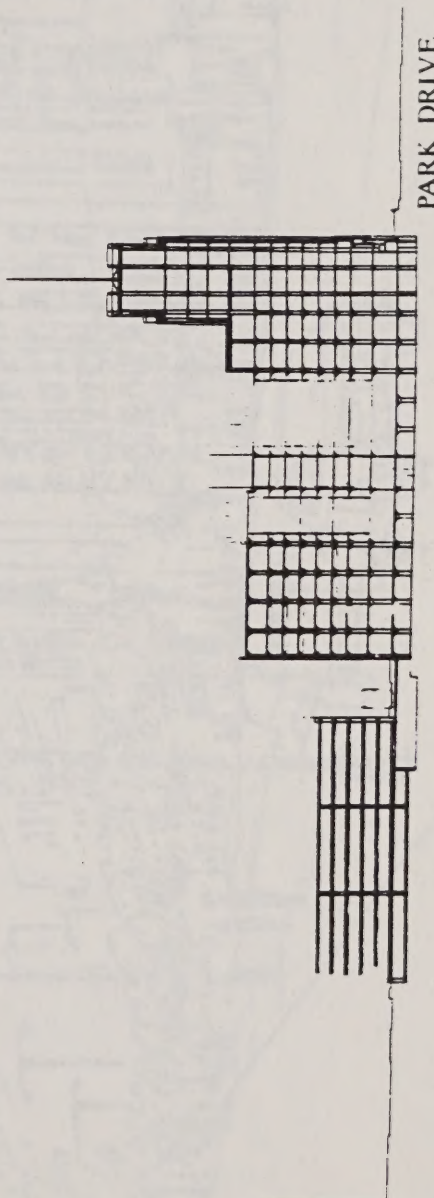
EAST ELEVATION

PARK DRIVE

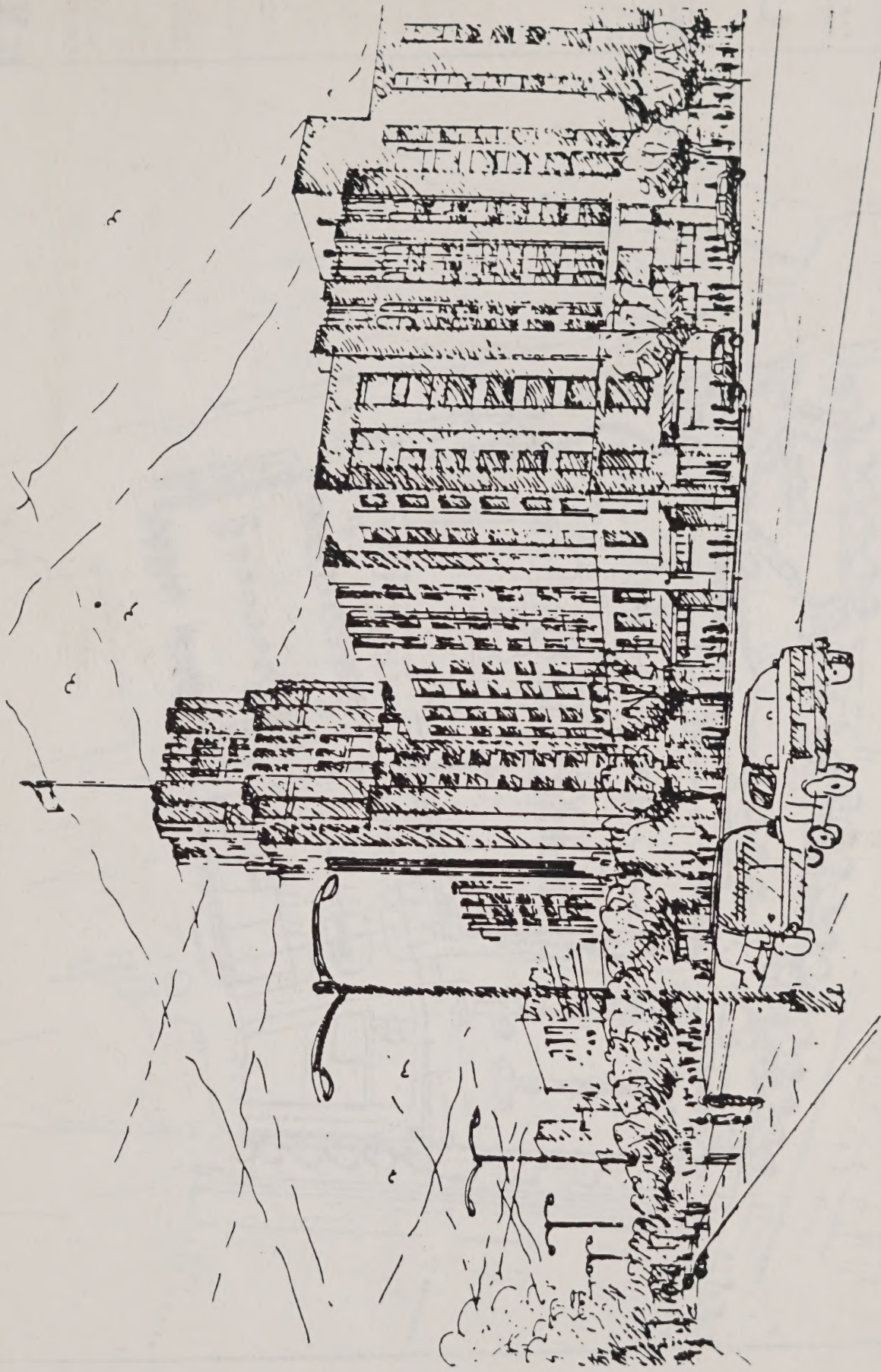
	OLMSTED PLAZA 100 PARK DRIVE BOSTON MASSACHUSETTS	OLMSTED PLAZA ASSOCIATES INC. 5 NORTH STREET 10TH FLOOR BOSTON, MASSACHUSETTS 02108 TEL. 552-1234	CONSTRUCTION ARCHITECT ENGINEER INTERIOR DESIGNER MECHANICAL ENGINEER ELECTRICAL ENGINEER PLUMBING ENGINEER SANITARY ENGINEER STRUCTURAL ENGINEER CIVIL ENGINEER LANDSCAPE ARCHITECT HISTORIC PRESERVATION	REVISIONS NO. DATE BY 1 10/10/77 JKL 2 11/05/77 ABC 3 12/01/77 DEF 4 01/15/78 GHI 5 02/01/78 JKL 6 03/01/78 MNO 7 04/01/78 PQR 8 05/01/78 STU 9 06/01/78 VWX 10 07/01/78 YZ	NOTES 1. SEE SHEET 1 FOR GENERAL NOTES. 2. SEE SHEET 2 FOR SECTION A-A. 3. SEE SHEET 3 FOR SECTION B-B. 4. SEE SHEET 4 FOR SECTION C-C. 5. SEE SHEET 5 FOR SECTION D-D. 6. SEE SHEET 6 FOR SECTION E-E. 7. SEE SHEET 7 FOR SECTION F-F. 8. SEE SHEET 8 FOR SECTION G-G. 9. SEE SHEET 9 FOR SECTION H-H. 10. SEE SHEET 10 FOR SECTION I-I.	BUILDING SECTIONS SECTION A-A SECTION B-B SECTION C-C SECTION D-D SECTION E-E SECTION F-F SECTION G-G SECTION H-H SECTION I-I	8 CONCEPTUAL
--	---	---	--	---	--	---	------------------------



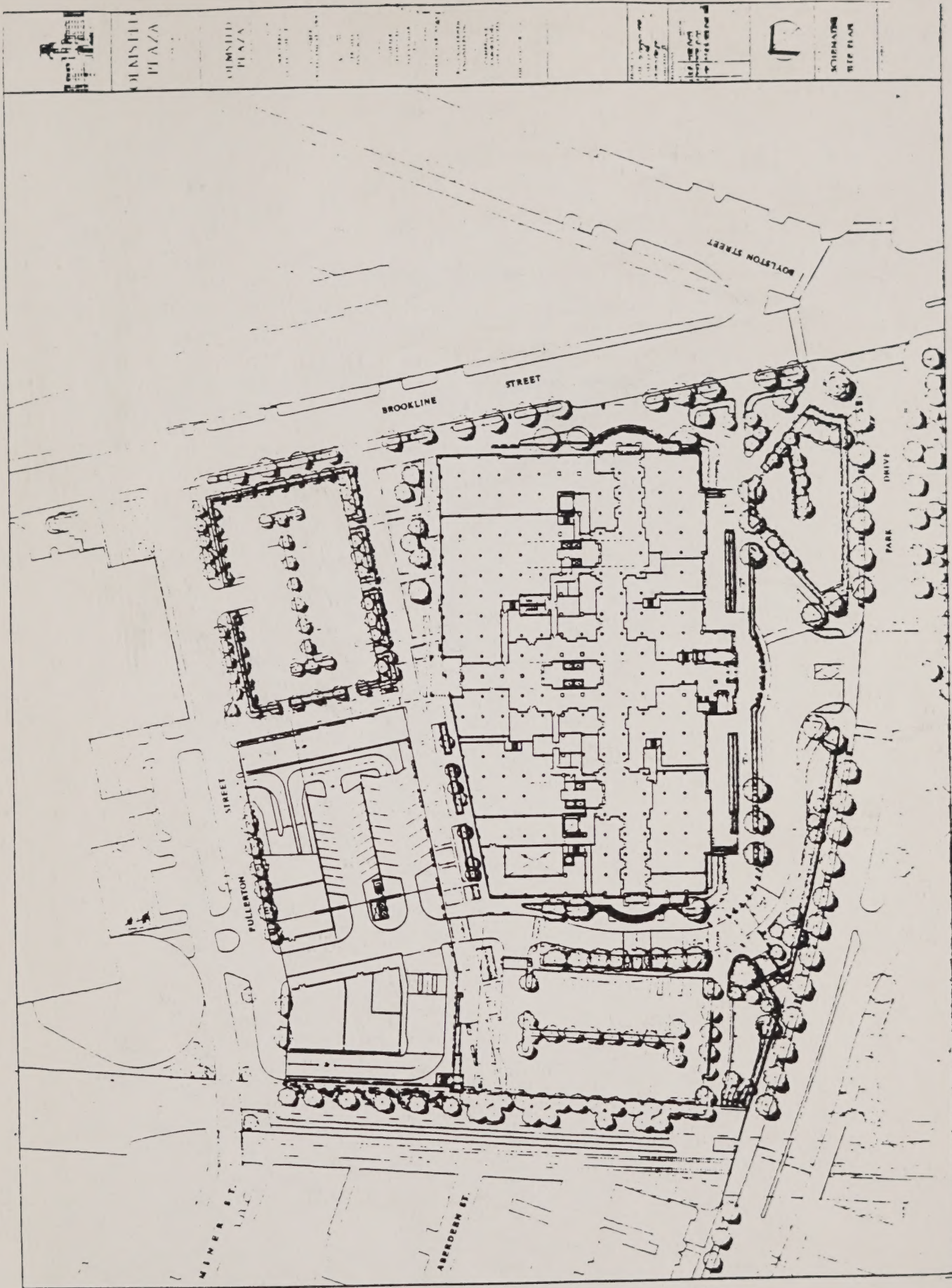
SECTION A - A



SECTION B - B



VIEW ALONG PARK DRIVE TOWARD AUDUBON CIRCLE



PHASE 1B SITE AND GROUND FLOOR PLAN

APPENDIX E-4

Excerpts from the Olmsted Plaza Concepts Level Outline Specifications (preliminary, subject to change)

March 20, 1989

Olmsted Plaza

Concepts Level

Outline Specification

INTRODUCTION

The Olmsted Plaza project is a proposed development of the 8.8 acre Sears Roebuck site in the West Fens area of Boston. This outline specification accompanies architectural and consultant drawings and reports which together represent the master planning and concepts level of design.

The scope of work for these documents includes adaptive use of the existing Sears building and new construction on the main site. Development of the three remote parking lot sites is not included. The specification is broken into five parts covering the following scope:

1. **Sears Building Reuse:** Demolition of approximately 300,000 S.F. of attached warehouse structures. Development of the remaining approximately 1,000,000 S.F. of the main building for a combination of research and development and office use, with tenant oriented retail at the first floor.
2. **Site Improvements:** New vehicular and pedestrian circulation routes will be constructed. New utilities and landscaping will be installed, and access improvements will be made to the Fenway MBTA Station. This work will be phased with construction of the new buildings. Off site, Fullerton Street and the Minor Street bridge will be reconfigured.
3. **Parking Structure:** A multi-level open parking garage will be built in two phases with an ultimate capacity of approximately 1,900 cars. A basement level truck dock and support facility will be constructed to serve all buildings on the site.

The Sears reuse and site improvement sections of the specification are organized in the "CSI format". Sections dealing with new buildings are organized in a "systems format". Building specifications are for core and shell development only, except the parking structure which will be complete and ready for operation. Tenant fit-ups are additional scope.

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Olmsted Plaza
Concepts Level
Outline Specification

1. SEARS BUILDING REUSE

02070 - SELECTIVE DEMOLITION

- o Demolition of entire sections of existing building as shown on plans.
- o Demolition of interior portions of existing building for atria: selective rooftop penthouses, roof, floors, framing.
- o Demolition of all interior existing partitions, shafts, stairs, chutes.
- o Demolition of all building systems except as noted to retain.
- o Removal of utility tunnel at roof (retain parapet).
- o Removal of existing finish roofing.
- o Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- o Removal of water tank from tower and preparation for new floor level. Extend existing shaft opening from below for new elevator.
- o Strip floor finishes (paint, traffic topping) from concrete.

03310 - CONCRETE WORK

- o Patching/reframing around areas to be removed for atria and shafts.
- o New bridges at atria elevator cores.
- o Elevator pits.
- o Floor/roof infill at existing openings not reused.
- o Miscellaneous pads, pits for equipment.
- o See attached structural systems report.

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03310 - CONCRETE WORK (continued)

- o Concrete fill for stairs.
- o Concrete fill for new penthouse roofs.
- o New floor on metal deck in tower.
- o Concrete on metal deck to raise existing second floor level, one quadrant of building.
- o Scarify concrete floors and apply leveling throughout.

04200 - UNIT MASONRY

- o CMU enclosure of new stair and elevator shafts.
- o CMU enclosure of basement mechanical and electrical rooms and new penthouse structures.
- o CMU infill of areaway windows.

04400 - STONEWORK

- o Limestone lintels and jambs at new exterior storefronts.
- o New limestone at reconstructed west entry.

04500 - MASONRY RESTORATION AND CLEANING

- o Steam cleaning of entire masonry facade using rolling scaffolding.
- o Assume repointing of 40% of facade.
- o Masonry repair, paint stripping and chemical cleaning where building additions removed.
- o Limited area repair and cleaning of ornamental masonry and limestone.

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04500 - MASONRY RESTORATION AND CLEANING (continued)

- o Reconstruct west entry to match east entry.
- o Replacement of deteriorated lintels and relieving angles. Scope investigation required.

05120 - STRUCTURAL STEEL

- o See attached structural systems report.
- o Framing for new atria/core bridges.
- o Framing for raised rooftop equipment and maintenance deck.
- o Column and beam framing for new floor level within former water tank space of tower.
- o Structural metal stud system to raise existing second floor approximately 6 ft., one quadrant of building.

05300 - METAL DECKING

- o See attached structural systems report.
- o For concrete infill of floor openings.
- o New penthouse roofs.
- o For concrete fill bridges at atria/cores.
- o For new floor level in tower.
- o For raised floor level, one quadrant of second floor.

05500 - METAL FABRICATIONS

- o Miscellaneous framing, lintels, angles, supports, nosings, ladders, accessories.
- o Metal grating for raised rooftop equipment and maintenance deck. Associated railings.

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05500 - METAL FABRICATIONS (continued)

- o Metal pan stairs and pipe railings.
- o Access platforms within tenant utility shafts.

05520 - HANDRAILS AND RAILINGS

- o Custom railings at atria bridges.

06100 - ROUGH CARPENTRY

- o Equipment bases, support curbs, wood grounds, nailers and furring.

06200 - FINISH CARPENTRY

- o Reception desk adjacent to each of four grade level entrances.

07115 - SHEET WATERPROOFING

- o Elevator pit waterproofing.
- o Infilled areaways.

07200 - INSULATION

- o Rigid insulation and protection board at roof.

07250 - SPRAYED-ON FIREPROOFING

- o At new structural steel (not including structured roof maintenance deck).

07410 - PREFORMED ROOFING AND SIDING

- o Roofing at new penthouses.

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07530 - FLEXIBLE SHEET ROOFING SYSTEM

- o New EPDM roof, ballasted, at present roof level (below raised maintenance deck).

07600 - FLASHING AND SHEET METAL

- o Flashing at new roofing and roof penetrations.
- o New parapet cover.
- o Flashing at replaced/repaired lintels.

07800 - ROOF ACCESSORIES

- o Prefabricated curb and equipment supports.
- o Roof hatches.
- o Skylights at top of atria.
- o Skylights within atria at second floor ceiling.

07900 - JOINT SEALERS

- o Joint sealants, joint fillers, compressible seals throughout work.

08110 - STEEL DOORS AND FRAMES

- o At all utility and B-label rated common spaces except as otherwise noted.

08210 - WOOD DOORS

- o At administrative offices, toilet rooms and other common spaces not requiring B-rating.

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08305 - ACCESS DOORS

- o Prime-painted steel access doors for installation in masonry, concrete, gypsum drywall, acoustical ceilings.
- o Provide at tenant space utility shaft enclosures to allow future utility installations.

08330 - OVERHEAD COILING DOORS

- o Steel doors between truck dock and Sears building basement.

08410 - ALUMINUM ENTRANCES AND STOREFRONTS

- o Enclosure of atria second floor through roof (glass floor to ceiling).
- o Partial enclosure of core corridors, 2nd through 8th floors.
- o Enclosure of three elevator lobbies, first floor.
- o Custom building entrances, including transoms.
- o New storefronts, exterior first floor.

08510 - STEEL WINDOWS

- o Custom replacement exterior windows throughout. Match existing muntin grid. To be double-glazed. Operable sections for maintenance.

08710 - FINISH HARDWARE

- o For all doors, windows, miscellaneous.
- o Card key system.

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08800 - GLASS AND GLAZING

- o Insulating glazing at exterior storefronts, windows and sidelights.
- o Single thickness at interior glazing (tempered).
- o Mirrors in toilet rooms.

09200 - LATH AND PLASTER

- o Exterior soffits.
- o Prefabricated plaster/fiberglass column covers in common areas.
- o GWB spandrel panels at atria floor levels.

09215 - VENEER PLASTER

- o On GWB base at all first floor retail/common spaces, administrative offices, and in elevator lobbies/corridors, all floors.

09250 - GYPSUM DRYWALL

- o GWB on 1-1/2" metal studs, vapor barrier, at all exterior walls.
- o Double faced GWB, 3-1/2" metal studs, for all interior partitions not noted as masonry.
- o Special acoustic partition at 2nd floor mechanical room.
- o GWB suspended ceilings in all common spaces; coffered at retail level. No ceilings in mechanical rooms, and acoustic tile ceilings as noted.
- o Veneer plaster at retail corridors and in all elevator lobbies.

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Outline Specification

09270 - DRYWALL SHAFT SYSTEMS

- o Two-hour rated enclosure of common utility shafts.
- o Two-hour rated enclosure of tenant area utility shafts.

09300 - TILE

- o Ceramic tile floors and walls in toilet rooms. Thin set at walls. Mud set and sloped to floor drains.
- o Quarry tile floors in 75% of floor areas in common spaces, first floor, including elevator lobbies.

09510 - ACOUSTICAL CEILINGS

- o Concealed spline, 2' x 2' in toilet rooms.
- o Exposed grid in utility spaces.

09600 - INTERIOR STONE

- o 25% of floor area in common spaces, first floor, including elevator lobbies.
- o Wainscot height, first floor, common spaces.

09650 - RESILIENT FLOORING

- o In utility and maintenance areas (except heavy equipment basement areas to be concrete with hardener).
- o Vinyl wall base at all common spaces (except stone at first floor).

09680 - CARPETING

- o Common elevator lobbies and corridors above first floor.
- o Administrative offices.

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Outline Specification

09900 - PAINTING

- o Primer and 2 finish coats, all common areas (GWB, plaster, steel doors and windows, miscellaneous).
- o Primer at exterior wall GWB in tenant areas.
- o Pipes, conduits, equipment, exposed steel, as appropriate with factory treatment.

10160 - TOILET PARTITIONS

- o Metal partitions in all toilet rooms.

10200 - LOUVERS AND VENTS

- o Architectural metal louvers and vents, painted, which are not part of mechanical/plumbing work.

10410 - DIRECTORIES

- o At four building entries.

10440 - SPECIALTY SIGNS

- o Exterior building signs.
- o Signage for common spaces.

10500 - METAL LOCKERS

- o For building staff.

10522 - FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES

- o Allowance for 100 extinguishers in recessed cabinets (located near all stairways, all floors).

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Concepts Level
Outline Specification

10550 - POSTAL SPECIALTIES

- o Mail room built-in equipment.

10750 - TELEPHONE ENCLOSURES

- o Wall mounted, semi-recessed enclosure in each of 3 cores, each floor.

10800 - TOILET AND BATH ACCESSORIES

- o Accessories for all toilet rooms.
- o Barrier free access accessories.

11170 - SOLID WASTE HANDLING EQUIPMENT

- o Trash chutes (see Section 14560).
- o Three trash compactors, dumpsters and associated equipment.

12670 - ENTRANCE MATS

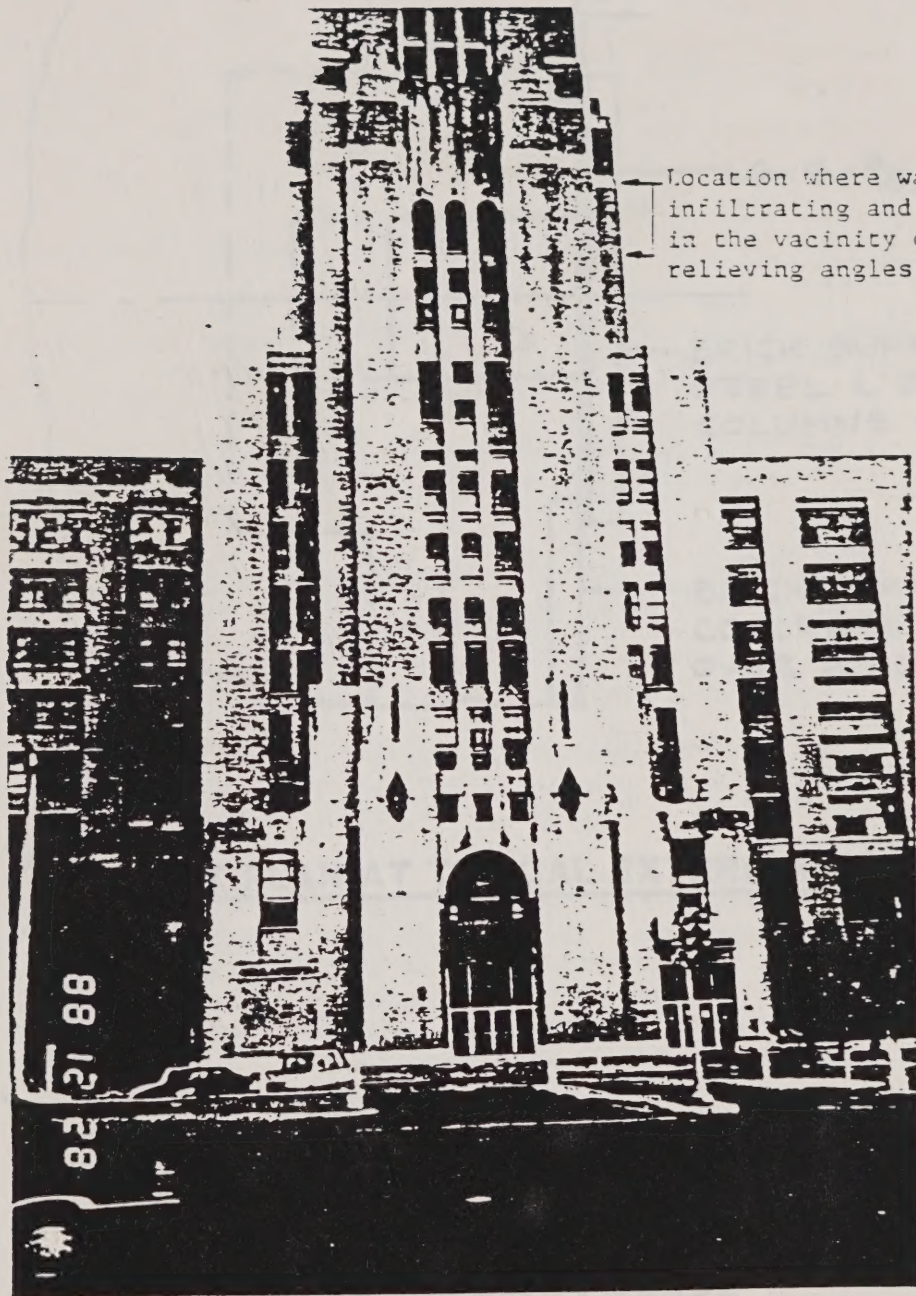
- o At four grade level entrances.

14210 - ELECTRIC ELEVATORS

- o Rebuild three existing freight elevators.
- o New 5000 lb. overhead traction, passenger elevators in three cores, as shown on plans.
- o New passenger elevator in existing dedicated shaft at tower, extending to new top floor level.

14650 - CHUTES

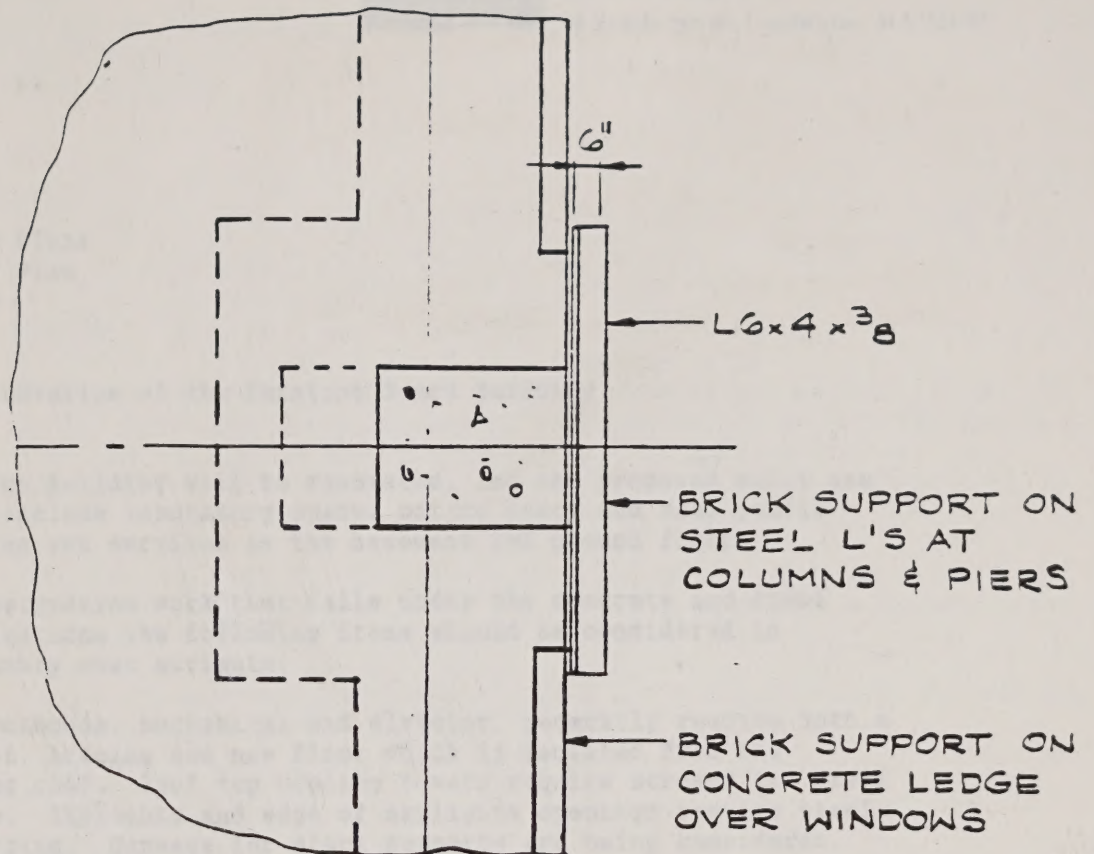
- o Pre-engineered, fire rated trash chute for each of 3 cores.



Location where water has been infiltrating and exiting the facade in the vicinity of steel brick relieving angles.

SEARS BUILDING FACADE

OLMSTED PLAZA	 WEIDLINGER ASSOCIATES Consulting Engineers	3/20/89
CONCEPT PLAN		SK-1



A

PART PLAN AT TYPICAL EXTERIOR COLUMN

SEARS BUILDING FACADE

OLMSTED PLAZA	 WEIDLINGER ASSOCIATES Consulting Engineers	3-20-89
CONCEPT PLAN		SK-2



WEIDLINGER ASSOCIATES
Consulting Engineers
44 Brattle Street, Cambridge, MA 02138

Olmsted Plaza
Concept Plan
3/20/89

Re: Renovation of the Existing Sears Building

The Sears Building will be renovated, and the proposed multi use groups include laboratory space, office space and semi public amenities and services in the basement and ground floor.

For construction work that falls under the concrete and steel specifications the following items should be considered in preliminary cost estimate.

Roof penthouse, mechanical and elevator, generally require both a new roof, bracing and new floor which is isolated from the existing roof. Roof top cooling towers require screens and steel dunnage. Skylights and edge of skylights openings require steel reinforcing. Dunnage for stack supports are being considered.

Typical floors will require infills of existing openings, reinforcing of new openings, and structural steel reinforcing where columns are removed. Elevators require rail supports and door sills.

Escalators require pits and structural steel reinforcing. House keeping pads are required in mechanical room. Basements require new elevator pits and infill of existing elevator pits. New loading docs, new entrances and new landscape planters inside and outside build require concrete and form work. Some raised floors at the second floor and some raised floors at the ground floor can be anticipated.

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OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

SECTION 15400
PLUMBING

1.1 GENERAL

- A. Shell and core systems for the propose reuse of the existing 1,000,000 sq. ft. Sears Building, in general will be limited to services at the 2nd floor (as noted) for future distribution, in a phased manner, to laboratory, commercial office, and retail tenant areas. Exceptions to the "future program" will be indicated in the specific descriptions.
- B. Phase II construction will extend services up through shafts to accommodate specific laboratory and office occupancies as determined by the leasing program.
- C. The following tenant systems will be tenant fit-up work and not included with base building construction
 - 1. Vacuum
 - 2. Compressed air
 - 3. Pure water
 - 4. Laboratory gases
- D. The existing building consists of 9 levels (basement through 8th floor), approximately 111,000 ± sq.ft. each, plus a 4 level tower approximately 3,000 sq. ft. each level.
- E. For purposes of this estimate, proposed reuse will be based on the following occupancies:
 - 1. Basement
 - a. Mechanical: 24,000 sf
 - b. Storage: 88,000 sf
 - 2. First Floor
 - a. Public Area and Core: 40,000 sf
 - b. Retail: 77,000 sf
 - 3. Second Floor
 - a. Mechanical: 12,000 sf
 - b. Laboratory Area: 37,000 sf
 - c. Atrium & Core: 17,000 sf
 - d. Commercial Office: 46,000 sf

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OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

4. 3rd through 8th Floor

- a. *Laboratory Area: 48,000 sf
- b. Commercial Office: 46,000 sf
- c. Atrium & Core: 17,000 sf

*Laboratory area is divided into the following sub-divisions:

Wet Lab: 35%
Lab Support: 35%
Lab Office: 30%

1.2 DOMESTIC WATER

- A. The existing 6" domestic water service will be retained. A new water meter will be installed on the existing line. The retail space on the lower level will be supplied off street pressure. Cold water outlets will be provided for tenant use. Water heaters will be by the tenant.
- B. The domestic water for the upper floors will be provided with a triplex vertical turbine booster pump and then split into two systems. One system will be a domestic water system for core toilets and tenant domestic uses. The second system will be a protected water system for the laboratories. Both systems will be provided with dual reduced pressure type backflow preventors. Pressure reducing valves will be provided on the lower floors where required.
- C. A non-potable system with backflow preventor will be provided for connection to HVAC equipment and for "protected" laboratory hot and cold water systems.
- D. Exterior hose bibbs will be provided at 100 feet intervals along the exterior face of the building.
- E. Protected water will be looped at the second floor to feed the utility shafts up through the building. Valved outlets will be provided on each level for tenant use as part of Phase II work.
- F. Electric hot water heaters will be provided every 3 floors to supply the core toilets. Hot water in tenant spaces will be provided by the tenant.
- G. Toilet fixtures will be provided to comply with the new 1.6 gallon flush requirement.

1.3 STORM WATER

- A. A new interior storm water system with roof drains and risers will be installed. All horizontal storm water at the roof will be insulated. Storm water will be collected at the lower floors and connect to the existing storm mains leaving the building.

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PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

1.4 SANITARY WASTE AND VENT

- A. New sanitary waste and vent risers will be provided to supply the core toilet areas. Waste and vent stacks will also be provided in the utility shafts for tenant domestic fixtures and glass washing equipment. The drains will be collected at the lower floors and connected to the three existing sanitary mains. Where drains cannot run by gravity in the lower levels drains shall run to new. Duplex sewage ejectors in the lower level.

1.5 LABORATORY WASTE AND VENT

- A. Phase I will include laboratory waste. Mains will be installed at the 2nd floor. Phase II lab waste and vent stacks will be provided in the utility shafts for connection to tenant lab sinks. The stacks will be collected at the second floor and drop to (two) 2 tank laboratory neutralization systems will be installed on each side of the atrium in the first floor mechanical equipment rooms. The systems shall include a buffer tank, mix tank, acid and caustic feeders, and control panel with recorder. Discharge from the tanks shall run along side the sanitary to a point 10'-0" outside the building wall where it will tie to the sanitary system.

1.6 NATURAL GAS

- A. Two new natural gas services will be provided to the building. A high pressure system will be provided for the boiler plant with a low pressure system for the tenants. A low pressure main will be run at the second floor to feed the utility shafts. Valved outlets will be provided at floor for tenant use as part of Phase II work.

END OF SECTION

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OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

SECTION 15500
FIRE PROTECTION

1.7 SYSTEMS

- A. The existing 10" fire main will be retained a double check valve assembly and post indicator valve will be installed on the existing service. It is the intent to reuse the two existing 1000 gpm fire pumps for this project. The pumps must be tested by the insurance underwriter and a report issued relative to their performance.
- B. Four new 6" combine risers will be installed in the new stairways. Each riser will have a 2-1/2" fire department valve 1-1/2" reducer and a floor control station at each floor. Two additional 6" standpipes with 2-1/2" reducers at each floor in the remaining stairs. This will provide proper coverage as required by code. Additional remote 2-1/2" valves will be provided if required at tenant fit out time.
- C. All floors will be provided with upright sprinkler heads at this time. Heads will be turned down at the time of tenant fit-up. The system will be sized 10% higher in tenant areas to allow for additional heads required by tenant layouts.
- D. Exposure protection sprinklers will be provided at the windows within 30 feet of the garage incoformance with state code.
- E. Sprinkler protection will be provided at 6'-0" O.C. intervals along the atrium or at floor openings as required by code.

END OF SECTION

89031.0541o.1

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

SECTION 15600
HVAC

1.8 GENERAL

- A. Shell and core systems for the proposed reuse of the existing 1,000,000 sq. ft. Sears Building, in general, will be limited to services at the second floor (as noted) for future distribution to laboratory, office and retail tenants.
- B. The existing building consists of 9 levels (basement through 8th floor), approximately 111,000 $\pm$ sq.ft. each, plus a 4 level tower approximately 3,000 sq. ft. each level.
- C. For purposes of this estimate, proposed reuse will be based on the following occupancies:
 - 1. Basement
 - a. Mechanical: 24,000 sf
 - b. Storage: 88,000 sf
 - 2. First Floor
 - a. Public Area and Core: 40,000 sf
 - b. Retail: 77,000 sf
 - 3. Second Floor
 - a. Mechanical: 12,000 sf
 - b. Laboratory Area: 37,000 sf
 - c. Atrium & Core: 17,000 sf
 - d. Commercial Office: 46,000 sf
 - 4. 3rd through 8th Floor
 - a. *Laboratory Area: 48,000 sf
 - b. Commercial Office: 46,000 sf
 - c. Atrium & Core: 17,000 sf
 - *Laboratory area is divided into the following sub-divisions:
 - Wet Lab: 35%
 - Lab Support: 35%
 - Lab Office: 30%

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

1.9 COOLING SYSTEM

- A. Phase I construction will provide two 500 ton chillers in the basement. Future phases of construction will add capacity in 1,500 ton increments.
- B. Matching rooftop cooling tower cells will be provided in sequence with the chillers. The existing 500 ton tower will be retained initially, relocated, and matched with one of the two initial 500 ton chillers.
- C. The main condenser water risers, to be installed initially, will be sized for the ultimate load.
- D. Each chiller will have a condenser water pump.
- E. Chilled water piping system will be primary/secondary. Each chiller will have a dedicated primary pump. Secondary pumps serving the Sears Building will be provided, two for each zone. (Secondary pumps will have dual temperature capability.)
- F. Primary chilled water pumps will be cross connected to provide some redundancy. Condenser water pumps will also be cross connected.
- G. Cooling towers will be winterized to provide hydronic free cooling in the commercial office area and for the laboratory fan coil units.
- H. Hydronic free cooling will be via plate and frame heat exchangers located in the basement chiller plant.

1.10 HEATING SYSTEM

- A. Initially, the existing oil fired steam boiler plant will be retained to provide hot water for laboratory heating during the first construction phase. Steam/water heat exchangers and secondary hot water pumps will supply the hot water heating system.
- B. After the initial construction phase, the existing steam plant will be removed and a new low pressure plant installed consisting of two 600 hp gas fired low pressure steam boilers initially with phase installation of 4 additional 600 hp boilers as required by the leasing program.
- C. Heating hot water risers will be installed up to the 2nd floor supplying the Phase I fresh air units and terminating in valved connections for future extension to modular laboratory shafts.
- D. Selected risers will be extended to provide temporary heat on each empty floor via unit heaters.

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OLMSTED PLAZA
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SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

1.11 FRESH AIR DELIVERY SYSTEM

- A. A series of VAV air handling units will be installed in the 2nd floor to provide laboratory hood makeup air office area and retail fresh air, totalling 400,000 cfm.
- B. Initially, two 45,000 cfm units will be provided connecting to common fresh air and discharge plenums. Units will be added in a phase installation, as required by the leasing program, connecting to the plenums.
- C. Units will be provided with both chilled water and hot water coils, and steam humidification.
- D. Initially, no laboratory supply ductwork will be connected to the discharge plenum. Fresh air supply ductwork to accommodate 50,000 cfm. Fresh air will be extended to the commercial office area on the 2nd floor.
- E. A single duct with one connection to accommodate 50,000 cfm will be extended to one point on the 1st floor retail area and basement storage areas.

1.12 PHASE II LANDLORD WORK

- A. Extend fresh air supply ductwork from the 2nd floor discharge plenum to selected modular shafts and rise up at rate of 11,000 cfm (36 x 24) per shaft (1,800 cfm/floor).
- B. Install a miscellaneous exhaust riser in selected modular shafts from the 2nd floor to the roof at the rate of 750 cfm/floor (26 x 14), including exhaust fan on roof framing.
- C. Extend chiller water supply and return risers and condensate drain risers and condensate drain riser up selected modular shafts to supply chilled water fan coil units as required on each floor per bay.
- D. Extend hot water supply and return risers up selected shafts as required for laboratory heating.

1.13 LABORATORY TENANT FIT-UP WORK

- A. Supply duct connecting to modular riser including constant volume boxes, heating coils and diffusers.
- B. Hot water piping connecting to valves in the modular riser shaft to supply heating coils.
- C. Chilled water fan coil units including connection to valved outlets in modular riser shafts, and condensate drains.

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OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

- D. Laboratory hood exhaust duct floor hood up through allocated space in modular shaft including hood exhaust fan located on landlord roof top grid.
- E. Miscellaneous floor exhaust ductwork including connection to landlord's miscellaneous exhaust duct in modular riser shaft.
- F. Controls as required for this installation in accordance with landlord's requirements.

1.14 LABORATORY SUPPLEMENTARY CONDENSER COOLING WATER

- A. Landlord will provide 250 tons capacity supplementary condenser cooling water risers at quarter points on floor with valved supply and return connections for extension by tenants as required for supplementary cooling equipment. Provide 2-plate and frame heat exchangers with duplex secondary condenser water pumps.

1.15 COMMERCIAL OFFICE HVAC

- A. The commercial office area HVAC system shall be an All Air overhead VAV system having four 25 ton, 13,000 cfm chilled water VAV air handling units located at each office floor.
- B. Air distribution beyond the air handling units shall be medium pressure supply ducts serving series type fan boxes for each thermostat zone. Perimeter zone boxes shall be provided with electric heating coils. Return air through ceiling plenum.
- C. Commercial Office Area Landlords Work
 - 1. Fresh air supply duct risers at the rate of 20 cfm/person.
 - 2. Chilled water supply return risers with valved outlets for supplementary cooling.
 - 3. VAV chilled water air handling units complete with DDC controls.
 - 4. Miscellaneous exhaust risers at fan rooms, for future use.
- D. Commercial Office Area Tenant Fit-up Work
 - 1. Medium pressure ductwork beyond the floor fan room.
 - 2. Smart series type VAV fan boxes with electric heating coils for perimeter zones.
 - 3. Local DDC controls.

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OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

1.16 1ST FLOOR RETAIL AND PUBLIC AREA HVAC

A. Landlord Retail HVAC Services

1. Valved chilled water supply and return connections will be provided for every 4 bays in each designated tenant area.
2. Fresh air ductwork will be extended into each designation tenants areas based on 0.15 cfm per sq. ft., except for restaurant area which shall be based on 1.0 cfm per sq. ft.
3. Miscellaneous exhaust ductwork will be extended into designated tenant areas based on 0.15 cfm per sq. ft.
4. Toilet exhaust ductwork will be extended into designated tenant areas based on 0.1 cfm per sq. ft.
5. Hot water radiation will be provided under the perimeter windows.

B. Landlord Public Area HVAC

1. The 1st floor public circulation area (approximately 40,000 sq. ft.) will be provided with HVAC from two 25,000 cfm (50 ton) constant volume, dual temperature coil air handling units located in the basement.
2. Units will be provided with outside air economizer controls. Fresh air will be from louvers at the 2nd floor and relief will be at the top of the atrium.
3. Hot water cabinet heaters will be provided at all outside entries and exits.

C. Retail Tenant Fit-up

1. Retail tenants will provide chilled water air handling (fan coil) units with electric heating coils including distribution ductwork, registers, grilles and diffusers all in accordance with landlord retail tenant standards.
2. Retail tenants will connect required toilet exhausts to the ductwork provided by the landlord.
3. Retail tenants requiring miscellaneous exhaust will connect to ductwork provided by the landlord.

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PRELIMINARY OUTLINE DESCRIPTION
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EXISTING SEARS BUILDING

1.17 BASEMENT HVAC

- A. Basement HVAC will be provided by two 25,000 cfm, 50 ton, chilled water, VAV air handling units (in the basement) supplying a medium pressure "ring duct".
- B. VAV zones will be by series type VAV fan boxes with electric heating coils (assume 25-3,000 cfm zones for this estimate).
- C. Supplementary cooling for special use occupancies will be by laboratory condenser water cooling valved outlets located at four points in the basement.
- D. Special exhausts for solvent storage, etc., will be part of tenant fit-up requirements.

1.18 ATRIUM SMOKE CONTROL

- A. Smoke exhaust will be provided at each atrium by three 40,000 cfm exhaust fans located on the roof.
- B. Smoke entrainment make-up air will be provided by three 30,000 cfm supply fans located at the 2nd floor intake plenum with ductwork extended to the base of the ~~atriums~~ in architectural enclosures.
- C. Gravity makeup air will be from louvers at the building entries.

1.19 SMOKE-PROOF ENCLOSURE AND STAIR PRESSURIZATION

- A. One smoke-proof enclosure will be provide for each occupancy, i.e., laboratory wing and commercial office wing.
- B. Each of the two vestibule systems will be provided with a supply air system consisting of 5,000 cfm supply fan, located on the 1st floor, introducing at least 550 cfm at each vestibule floor.
- C. Each of two vestibule systems will be provided with exhaust air systems consisting of a 7,500 cfm exhaust fan located at the roof, with 825 cfm exhaust at each vestibule ceiling.
- D. Each of the two smoke-proof enclosure stair shafts will be provided with ventilation supply air at the 1st floor consisting of a 10,000 cfm supply fan at the roof, all designed to maintain (.05) inches of water pressure with all doors closed.
- E. The system shall be designed to avoid use of rated control dampers.
- F. All fans shall be connected to the building standby power source.

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

1.20 AUTOMATIC TEMPERATURE CONTROLS

- A. Automatic temperature controls will be direct digital controls.

END OF SECTION

89031.0541o.1

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

SECTION 16000
ELECTRICAL

1.21 GENERAL

- A. The shell and core construction shall include the installation of all lighting, power and signal systems for the core and public areas, mechanical, electrical, storage, toilet, janitor closet, elevator machine rooms, loading dock, parking garage, walkways and other Owner occupied and controlled spaces.
- B. Tenant area shell and core systems for the propose reuse of the existing 1,000,000 sq. ft. Sears Building, in general will be limited to services at the 2nd floor (as noted) for future distribution, in a phased manner, to laboratory, commercial office, and retail tenant areas. Exceptions to the "future program" will be indicated in the specific descriptions.
- C. Phase II construction will extend services up through shafts to accommodate specific laboratory and office occupancies as determined by the leasing program.
- D. The existing building consists of 9 levels (basement through 8th floor), approximately 111,000 $\pm$ sq.ft. each, plus a 4 level tower approximately 3,000 sq. ft. each level.
- E. For purposes of this estimate, proposed reuse will be based on the following occupancies:
 - 1. Basement
 - a. Mechanical: 24,000 sf
 - b. Storage: 88,000 sf
 - 2. First Floor
 - a. Public Area and Core: 40,000 sf
 - b. Retail: 77,000 sf
 - 3. Second Floor
 - a. Mechanical: 12,000 sf
 - b. Laboratory Area: 37,000 sf
 - c. Atrium & Core: 17,000 sf
 - d. Commercial Office: 46,000 sf

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

4. 3rd through 8th Floor

- a. *Laboratory Area: 48,000 sf
- b. Commercial Office: 46,000 sf
- c. Atrium & Core: 17,000 sf

*Laboratory area is divided into the following sub-divisions:

Wet Lab: 35%
Lab Support: 35%
Lab Office: 30%

1.22 SYSTEMS NOT INCLUDED

- A. Programmable lighting control system.
- B. Security systems
- C. Card access system
- D. CCTV system
- E. Emergency aid system in parking garage
- F. Lightning protection system
- G. Telephone system(s)

1.23 SYSTEM DESCRIPTION

A. Electric Service

1. Electric service will be supplied from Boston Edison Co. Service will be obtained from one Edison network vault located in the basement. Service will be 277/480V, 3Ø, 4W secondary. Transformer vault will contain four 2,500 kVA transformers and collector bus. Primary service will be 13.8 kV supplied by BECO.
2. New main electric room will contain 277/480V switchboards for tenants and Owners requirements. Two 4,000 amp switchboards will be provided for Owner requirements including central AC chiller. Three 3,000 amp switchboards will be provided for tenants. All switchboards will be switch and fuse rated 200,000 AIC with ground fault protection on all main switches. Tenant switchboards will be unmetered.
3. Small tenants will be fed via unmetered 277/480V bus duct risers located next to exit stairs in electric closets. Large single tenants will be served directly from tenant switchboards located in main electric room. R&D and retail tenant services will be sized based on 10 watts per square foot. Office tenant services will be sized based on 5 watts/sq. ft.

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

- B. A 350 kW standby emergency generator and associated transfer switches will be provided to serve egress lighting, two elevators, fire pump, stair pressurization and smoke exhaust systems, fire alarm system and sewage ejectors. Emergency system will be installed in 2 hour rated closets and shafts located next to normal electric closets. Space will be designated on the roof in case a tenant requires emergency power for animal rooms, freezers, or other research activity, or in case the tenant desires a generator in lieu of batteries for his internal emergency lighting. The fuel source for these could be oil provided from the Owner's tank, or gas.
- C. Lighting system will generally be fluorescent. Fixtures shall have energy saving ballasts and standard warm white lamps. Garage lighting will be high pressure sodium. Emergency lighting will be provided by fixtures connected to the emergency generator. Egress routes shall be marked with internally illuminated exit signs connected to the emergency circuits. All lighting will be 277 volts. Stairwell shall be provided with 2 lamp 430 ma. fluorescent fixtures located on each landing. Each stair will be wired via two 277 volt branch circuits, one being an emergency circuit.
- D. Telephone service will enter site underground via 2'- 4" conduits and 1'- 2" conduit (for FA) from manhole to the main telephone room adjacent to the main electric room. Additional 2'- 4" conduits shall be installed from main telephone room to satellite closets. Telephone conduit runs shall be installed to meet requirements of telephone company. Telephone raceways system shall be empty. Install nylon pulling wire in conduit for use by others.
- E. Grounding system shall be provided as required by NEC and local wiring division. Separate green grounding conductor shall be provided in feeder and branch circuit raceways.
- F. Fire alarm system shall be fully supervised, zoned, high rise system with provisions for connection to local fire department. The system shall consist of:
 - 1. Fire alarm manual pulls at all exits from floors and building.
 - 2. Tamper and flow switches for each zone of sprinkler system.
 - 3. Duct mounted smoke detectors in air handling units.
 - 4. Smoke detectors in elevator lobbies, atrium, electrical rooms, electric closets and as required by local codes.
 - 5. Speaker/visual alarm devices to local fire department regulations.

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OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
EXISTING SEARS BUILDING

6. Zone each floor by device type. Annunciate tamper switches separately to flow switches.
 7. Contacts for smoke exhaust and pressurization fans located in main control equipment.
 8. Master box and connection to fire department.
 9. Remote annunciator at main entrance next to master box.
 10. Telephone jack locations as required by fire department and high rise fire code.
 11. Provisions in central system for tenant connections.
 12. Electrically release all locked stair doors.
- G. Fire command center shall be located as required by local fire department. It shall contain the fire alarm control equipment, fan override HOA switches for smoke exhaust and pressurization systems, battery backup and annunciation equipment. Wiring of complete fire alarm system shall be as per local code and fire department requirements.
- H. Rigid steel galvanized conduit for Schedule 40 PVC galvanized conduit shall be used for exterior work, work installed in concrete and work subject to abuse. Electrical metallic tubing shall be used in block walls, fire alarm, emergency lighting systems and for exposed work not subject to abuse. Set screw connections shall be allowed for EMT. Where approved by local wiring division, armored cable may be used for branch wiring for lighting and receptacle circuits above suspended ceiling and in stud partitions. Bx circuits shall be with full size copper ground wire. Final connections to motors, transformers, and other vibrating equipment shall be with flexible conduit.
- I. All wire and cable shall be copper. All wiring devices shall be specification grade. Device plate shall be brushed stainless steel.

END OF SECTION

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March 20, 1989
Olmsted Plaza
Concepts Level
Outline Specification

2. SITE IMPROVEMENTS

02110 - SITE CLEARING

- o Remove existing paving curbs, landscaping and selective utility connections, and other materials as shown on the site demolition plan, in preparation for site improvements shown on site plan and landscape plan and specified in MEP systems report.
- o Perform work in coordination with phasing of project.

02200 - EARTHWORK

- o Excavation for utility connections, sanitary and site drainage.
- o Removal, fill and grading to provide vehicle and pedestrian circulation routes shown on site plan. Preparation for landscaping.
- o Excavation, including foundation removals for truck dock access.
- o Sub-base materials for new paving.
- o Perform work in coordination with phasing of project.

02480 - LANDSCAPE WORK

- o Trees, shrubs, plants and ground cover as shown on landscape plan.
- o Miscellaneous site improvements and furnishings, including steps, site furniture, lighting.
- o Day care equipment.
- o Perform work in coordination with phasing of project.

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Olmsted Plaza

Concepts Level

Outline Specification

02513 - ASPHALT CONCRETE PAVING

- o Asphalt concrete paving for vehicle access and surface parking.
- o Granite curbs at vehicle access ways. Granite at new curb cuts.
- o Repave Fullerton Street and reconstruct Miner Street bridge.
Relocate granite curbs.
- o Perform work in coordination with phasing of project.

02514 - PORTLAND CEMENT CONCRETE PAVING

- o Concrete paving as shown for pedestrian sidewalks and walkways.
- o Perform work in coordination with phasing of project.

02515 - PAVERS

- o Bluestone pavers as shown for pedestrian sidewalks and walkways.
- o Provide granite curbs adjacent.
- o Perform work in coordination with phasing of project.

02666 - POTABLE WATER SYSTEMS

- o Potable water piping between the potable water service source and the building water distribution system. This includes underground piping, valves, valve pits, yard hydrants and other appurtenances.
- o Perform work in coordination with phasing of project.

02668 - FIRE WATER SYSTEMS

- o Fire main piping between the fire water service source and the building fire protection system. This includes underground piping, hydrants, valves, meters, meter pit and other appurtenances.
- o Perform work in coordination with phasing of project.

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Olmsted Plaza

Concepts Level

Outline Specification

02720 - STORM SEWAGE SYSTEMS

- o Storm sewage systems, including storm water piping from building to terminus, manholes, catch basins, headwalls, drywells, accessories and appurtenances to the storm sewage system.
- o Perform work in coordination with phasing of project.

02730 - SANITARY SEWAGE SYSTEMS

- o Sanitary sewage systems, including sanitary sewage piping from building to terminus, manholes, cleanouts, accessories and appurtenances to the sanitary sewage system.
- o Perform work in coordination with phasing of project.

02810 - UNDERGROUND IRRIGATION SYSTEM

- o Provide at all landscaped areas.
- o Perform work in coordination with phasing of project.

02830 - CHAIN LINK FENCING AND GATES

- o Provide as separation from unimproved areas of site according to phasing.
- o Provide between on-site walkway and MBTA tracks.

02840 - ELECTRICAL SERVICE

- o Underground electric power service and all associated exterior transformers, pads, enclosures, meters, equipment and other appurtenances.
- o Perform work in coordination with phasing of project.

March 20, 1989

Olmsted Plaza

Concepts Level

Outline Specification

03310 - CONCRETE WORK

- o Retaining walls and foundation work for ramped, basement truck access to truck dock area.
- o Reconstructed Miner Street bridge.

05120 - STRUCTURAL STEEL

- o Canopy adjacent to MBTA tracks.
- o Reconstructed Miner Street bridge.

March 20, 1989
Olmsted Plaza
Concepts Level
Outline Specification

3. PARKING STRUCTURE

GENERAL

- o Scope includes construction of truck dock facility and support spaces at the basement level which serve the Sears building and the two new hotel/office structures.
- o To be constructed in two phases.
- o Fully equipped and ready to operate.

FOUNDATIONS

- o See attached structural systems report.

STRUCTURAL FRAME

- o See attached structural systems report.

EXTERIOR ENCLOSURE

- o Parking decks generally open from rail height to structure of next level above. Pipe rail at top of spandrels.
- o Cast in place concrete with brick veneer at ground level.
- o Architectural precast concrete spandrel panels and perimeter column covers at upper levels.
- o CMU with brick veneer full height, first four levels above grade, facing Sears building.
- o Roof deck parking level with traffic topping.
- o CMU with brick veneer enclosure for elevator and stair shafts. Concrete pits.
- o Steel doors and frames, aluminum windows at elevator and stair shafts/lobbies.

March 20, 1989
Olmsted Plaza
Concepts Level
Outline Specification

EXTERIOR ENCLOSURE (continued)

- o Metal deck, lightweight concrete, EPDM roof for elevator and stair shafts.
- o Concrete bridges, glazed, connecting with Park Drive building.

INTERIOR WALLS, PARTITIONS, FLOORS, CEILINGS

- o Traffic topping, all vehicle areas.
- o CMU partitions for office, mechanical and support spaces. Furred out GWB, batt insulation at office and other occupied areas. Masonry and GWB painted.
- o Concrete curbs and raised pedestrian circulation areas.
- o Steel doors and frames.
- o Resilient flooring in occupied areas. Concrete floors elsewhere.
- o Acoustic tile suspended ceiling in occupied areas. Exposed structure elsewhere.

ELEVATORS

- o Three 5,000 lb. overhead traction, passenger elevators.

BASEMENT TRUCK DOCK AND SUPPORT FACILITIES

- o See attached structural systems report.
- o Truck docks flush with Sears basement level. Concrete. Vehicle access depressed.
- o Waterproofed, structured concrete roof deck over truck dock and support spaces (between garage and Sears, Park Drive and Brookline Avenue buildings).
- o Spaces enclosed with CMU partitions, painted. Exposed ceilings, painted. Concrete floors. Steel doors and frames.

March 20, 1989
Olmsted Plaza
Concepts Level
Outline Specification

SPECIALTIES AND EQUIPMENT

- o Fully installed parking operations system including six gates, cashier's booths and computerized control.
- o Truck dock levelers, bumpers and associated equipment.
- o Parking space wheel stops.
- o Overhead coil doors at vehicle entrances.

MECHANICAL, PLUMBING, FIRE PROTECTION

- o See attached MEP systems report.

ELECTRICAL

- o See attached MEP systems report.



WEIDLINGER ASSOCIATES
Consulting Engineers
44 Brattle Street, Cambridge, MA 02138

Olmsted Plaza
Concept Plan
3/20/39

Re: Proposed New Parking Garage

Weidlinger Associates, Inc., has presented four "typical bay" sketches of long span parking garages. They are precast double tee construction, structural steel with cast-in-place postensioned deck, structural steel with filigree slabs, and cast-in-place postensioned concrete beams with one way postensioned concrete deck. There are examples of each kind of garage construction in the Boston area. These four systems are recommended by the American Concrete Institute as having good maintenance records against corrosion caused by road salts and freeze/thaw cycles.

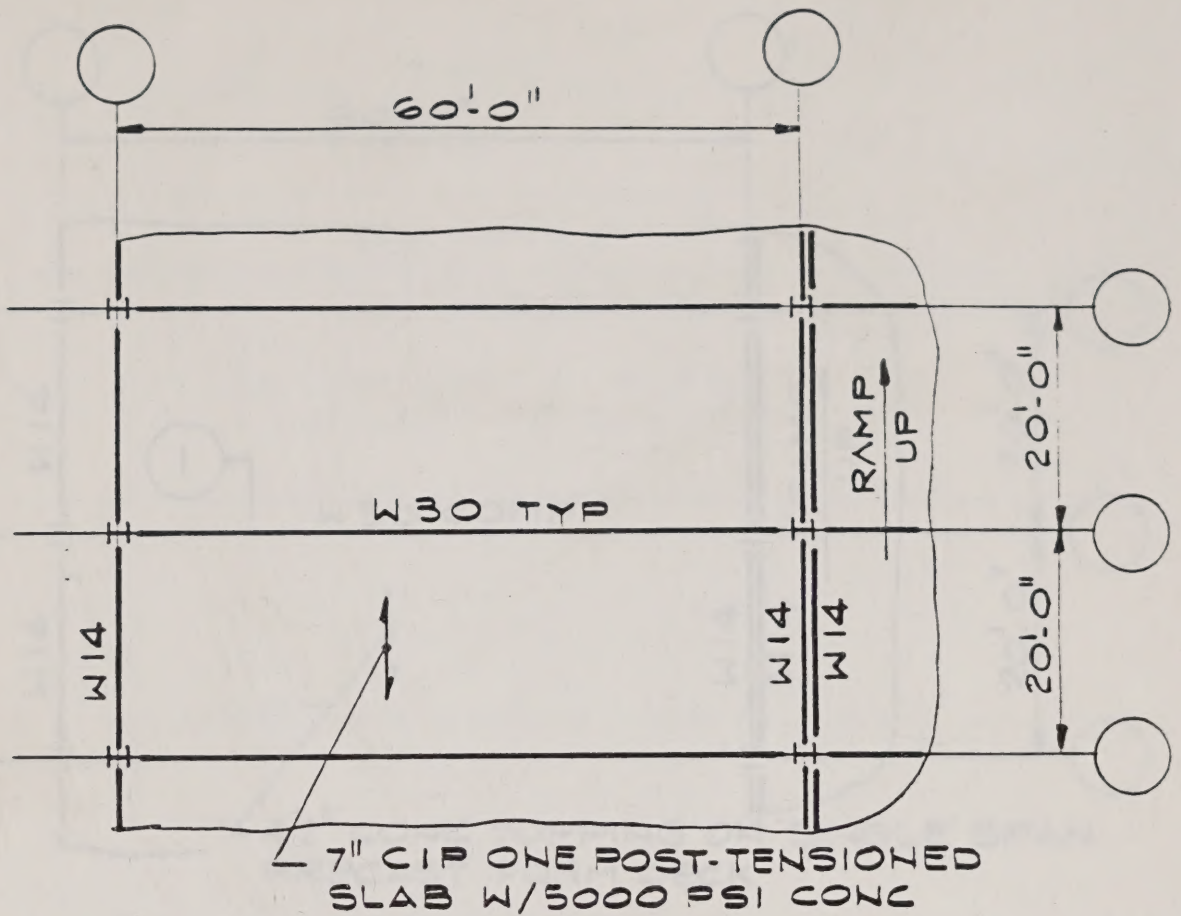
Short span systems are considered inappropriate for a high use garage of this size.

Some foundation savings are expected by reusing the existing mat foundation. Where the garage extends over the loading dock the existing mat foundation will be extended and some transfers of columns will be required. Where the garage extends beyond the mat, spread footings, Franki Piles and caissons will be considered as possible foundations.

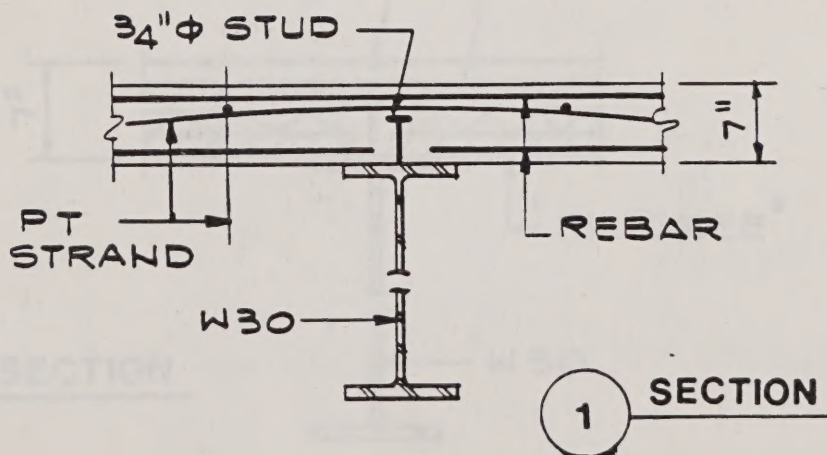
Weidlinger Associates, Inc., recommends that corrosion protection be designed into the parking structure. Each element of the corrosion package is generally evaluated against the project budget; therefore, some combination of the following will be specified.

- Concrete quality control such as water/cement ratio, slump, air entraining.
- Concrete additives such as DC1 or Force 10,000.
- Epoxy coated rebars and concrete cover over rebars.
- Quality traffic coating system.
- Positive drainage and caulking.
- Double columns at expansion joints.

These upfront costs will have to be compared to costly maintenance and concrete repair in the future.



PART PLAN

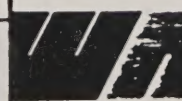


PARKING GARAGE

POST TENSIONED SLAB ON STEEL

OLMSTED PLAZA

CONCEPT PLAN

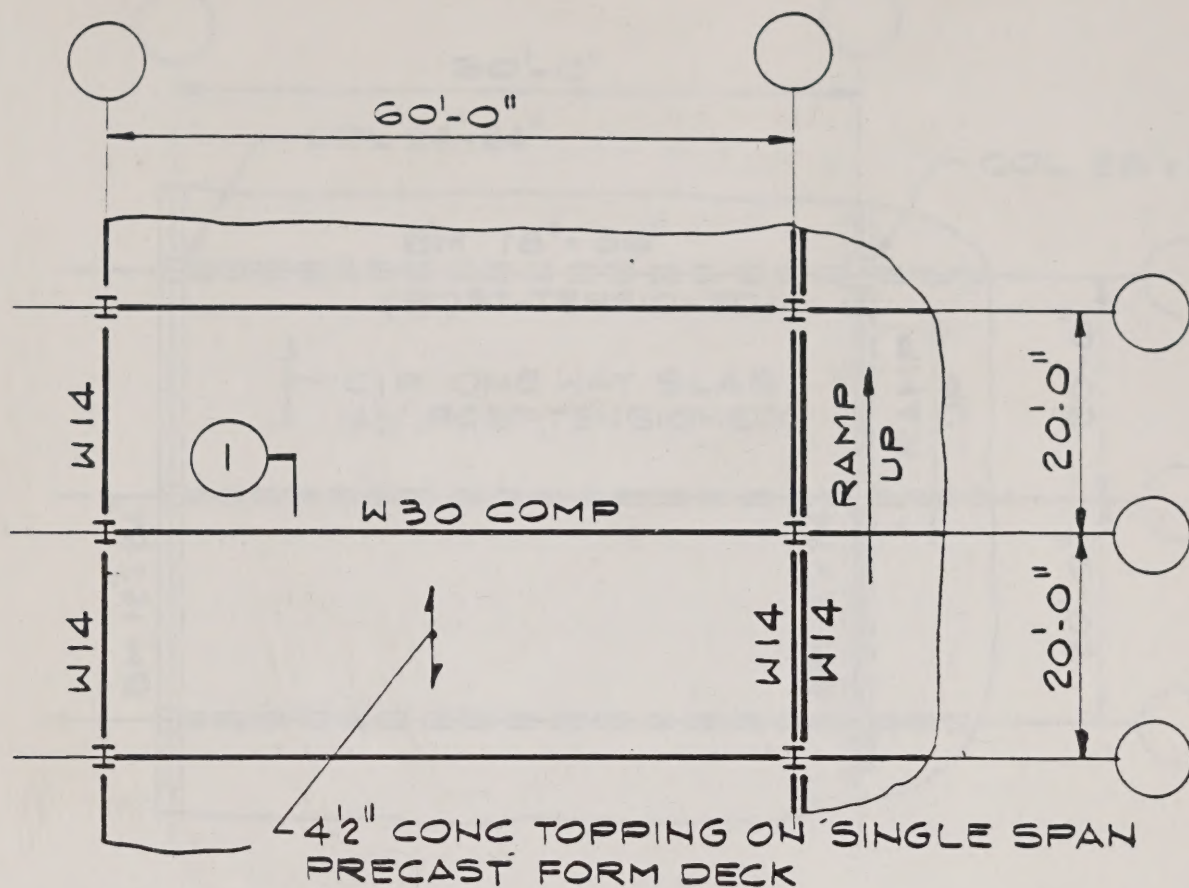


WEIDLINGER ASSOCIATES

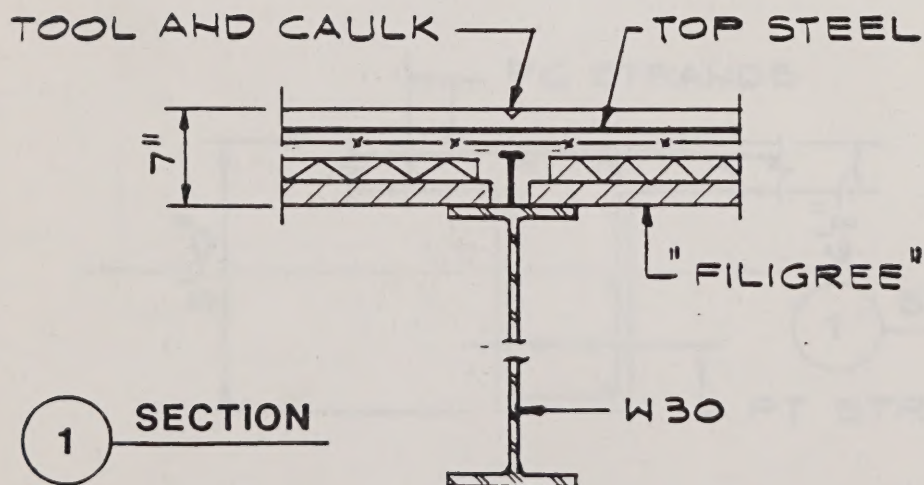
Consulting Engineers

3-20-89

SK-1



PART PLAN



PARKING GARAGE

PRECAST CONC FORM DECK ON STEEL

OLMSTED PLAZA

CONCEPT PLAN

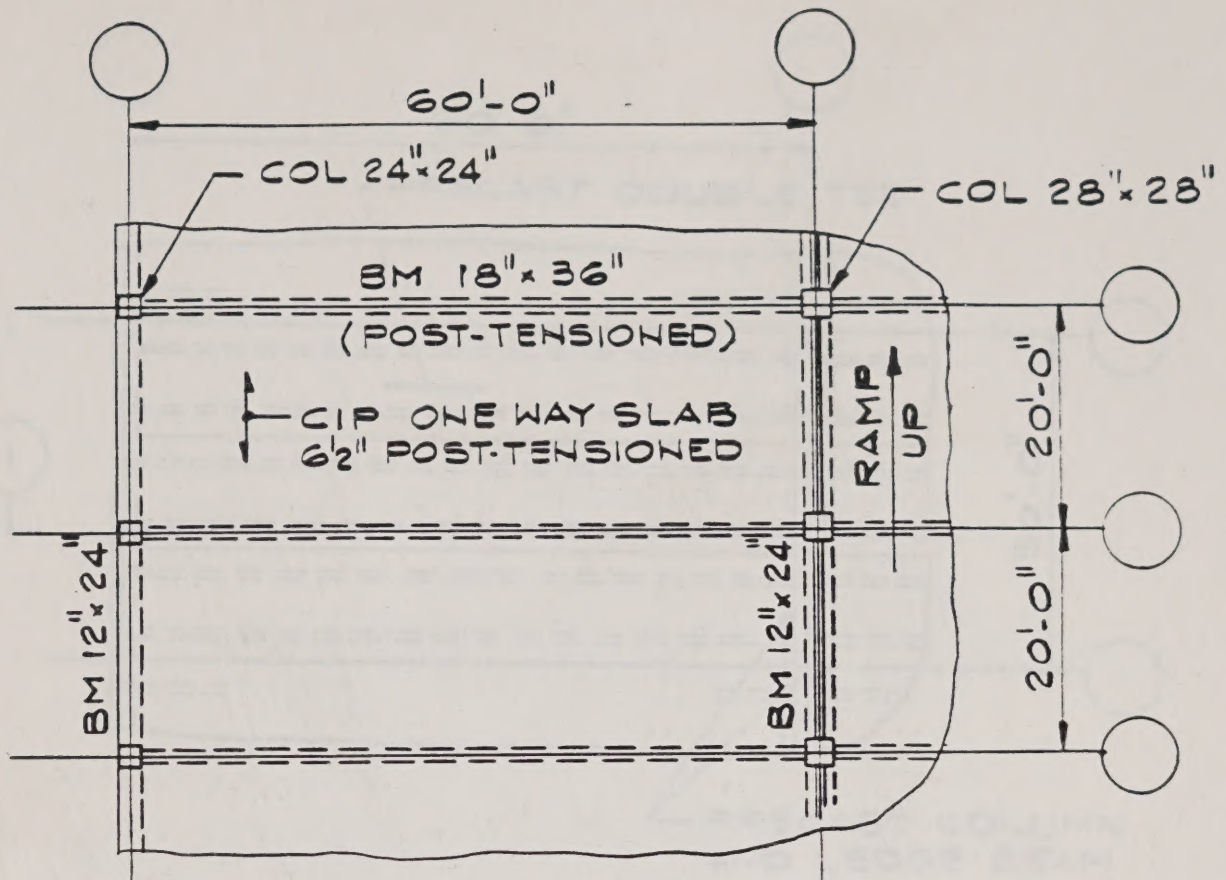


WEIDLINGER ASSOCIATES

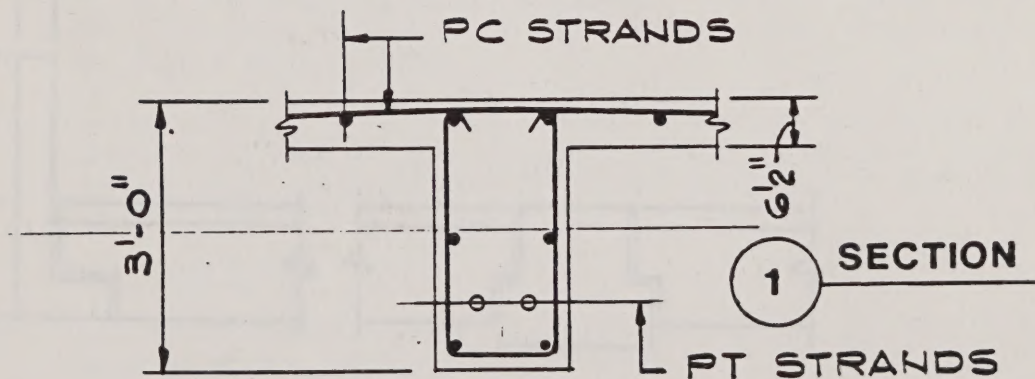
Consulting Engineers

3-20-89

SK-2



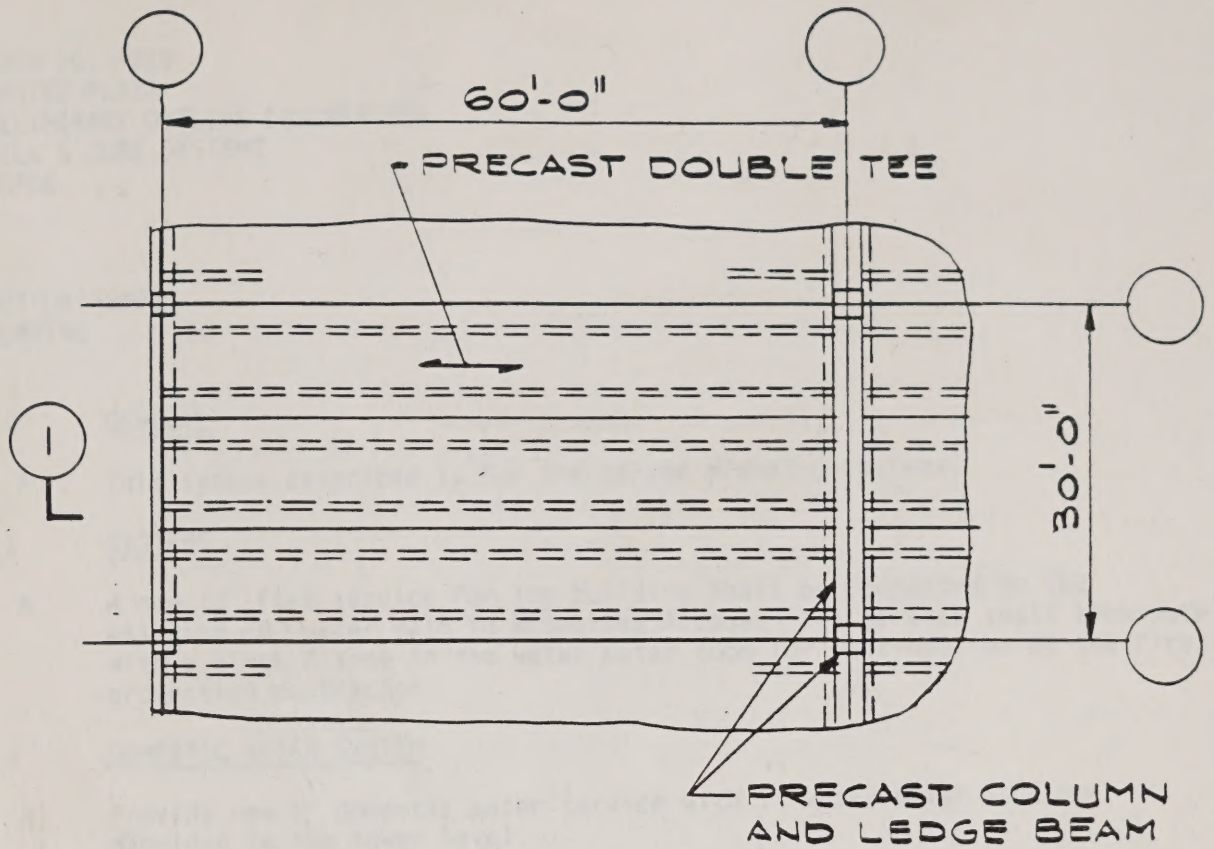
PART PLAN



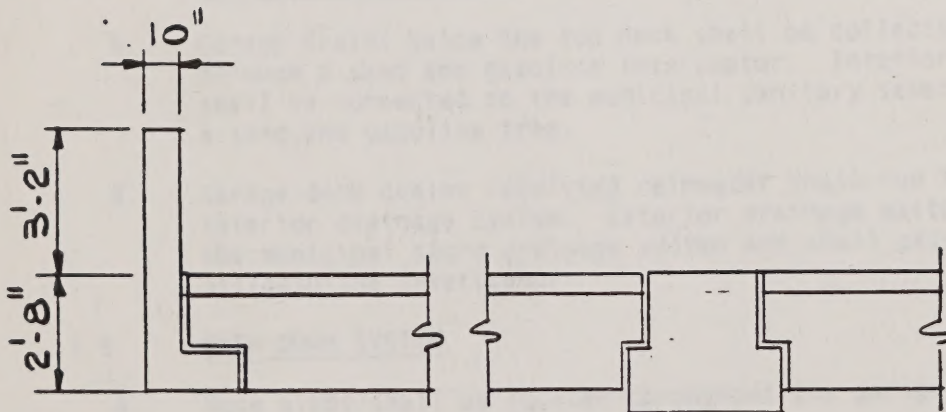
PARKING GARAGE

CAST IN PLACE POST TENSIONED BEAMS & SLAB

OLMSTED PLAZA	 WEIDLINGER ASSOCIATES Consulting Engineers	3-20-89
CONCEPT PLAN		SK-3



PART PLAN



1

SECTION

PARKING GARAGE

PRECAST CONCRETE

OLMSTED PLAZA	 WEIDLINGER ASSOCIATES Consulting Engineers	3-20-89
CONCEPT PLAN		SK-4

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
GARAGE

SECTION 15400
PLUMBING

1.1 GENERAL

- A. This system described is for the garage plumbing systems.

1.2 SYSTEMS

- A. A new 10" fire service for the building shall be connected to the existing 12" water main in Brookline Avenue. The service shall terminate with a black flange in the water meter room for continuation by the fire protection contractor.

1.3 DOMESTIC WATER SYSTEM

- A. Provide new 1" domestic water service with 1" water meter will be provided in the lower level.
- B. Provide 1" reduced pressure backflow preventer to serve washdown, systems in first floor entrance room. Provide below grade curb box valve, pipe new ball drip to french drain below grade.

1.4 GARAGE DRAINAGE SYSTEM

- A. Garage drains below the top deck shall be collected and run by gravity through a sand and gasoline interceptor. Interior garage drainage waste shall be connected to the municipal sanitary sewer after passing through a sand and gasoline trap.
- B. Garage deck drains receiving rainwater shall run independent of the interior drainage system. Exterior drainage waste shall be connected to the municipal storm drainage system and shall pass through a sand and oil/gasoline interceptor.

1.5 WASH DOWN SYSTEM

- A. Hose bibbs shall be located throughout the garage spaced to provide coverage with a 100 ft. length of hose.

END OF SECTION

MARCH 20, 1989
OLMSTED PLAZA
PRELIMINARY OUTLINE DESCRIPTION
SHELL & CORE SYSTEMS
GARAGE

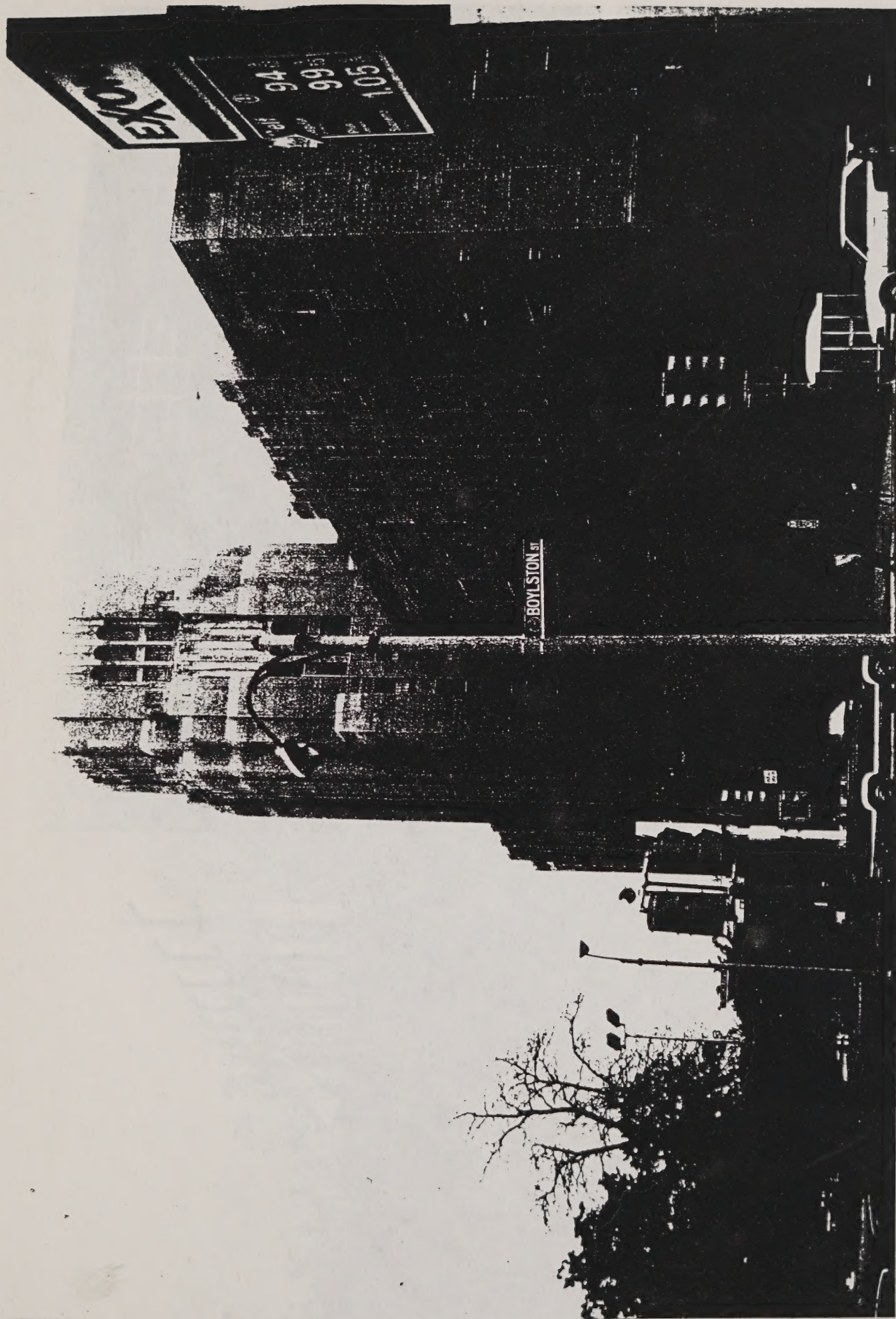
SECTION 15500
FIRE PROTECTION

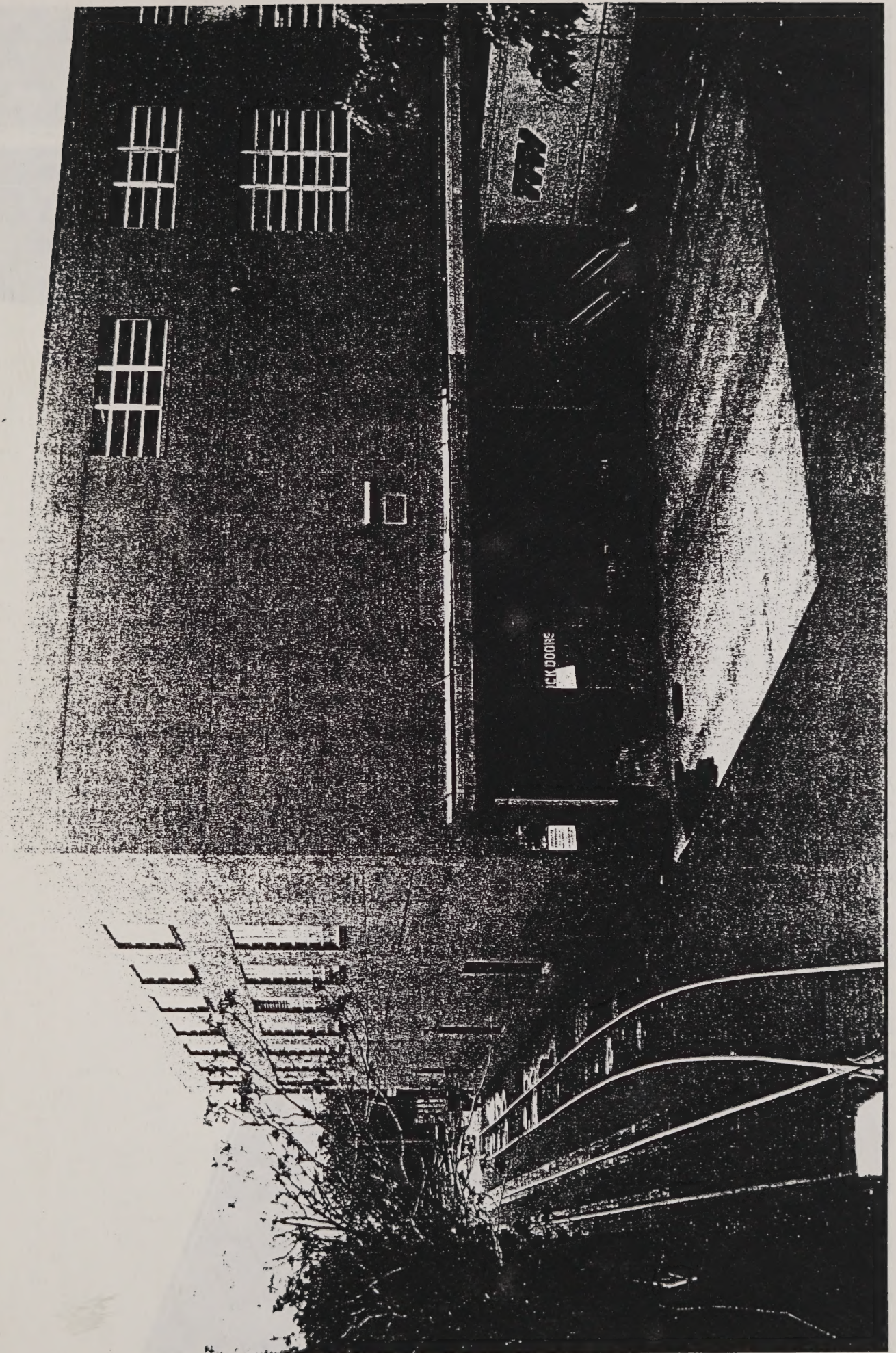
1.6 SYSTEMS

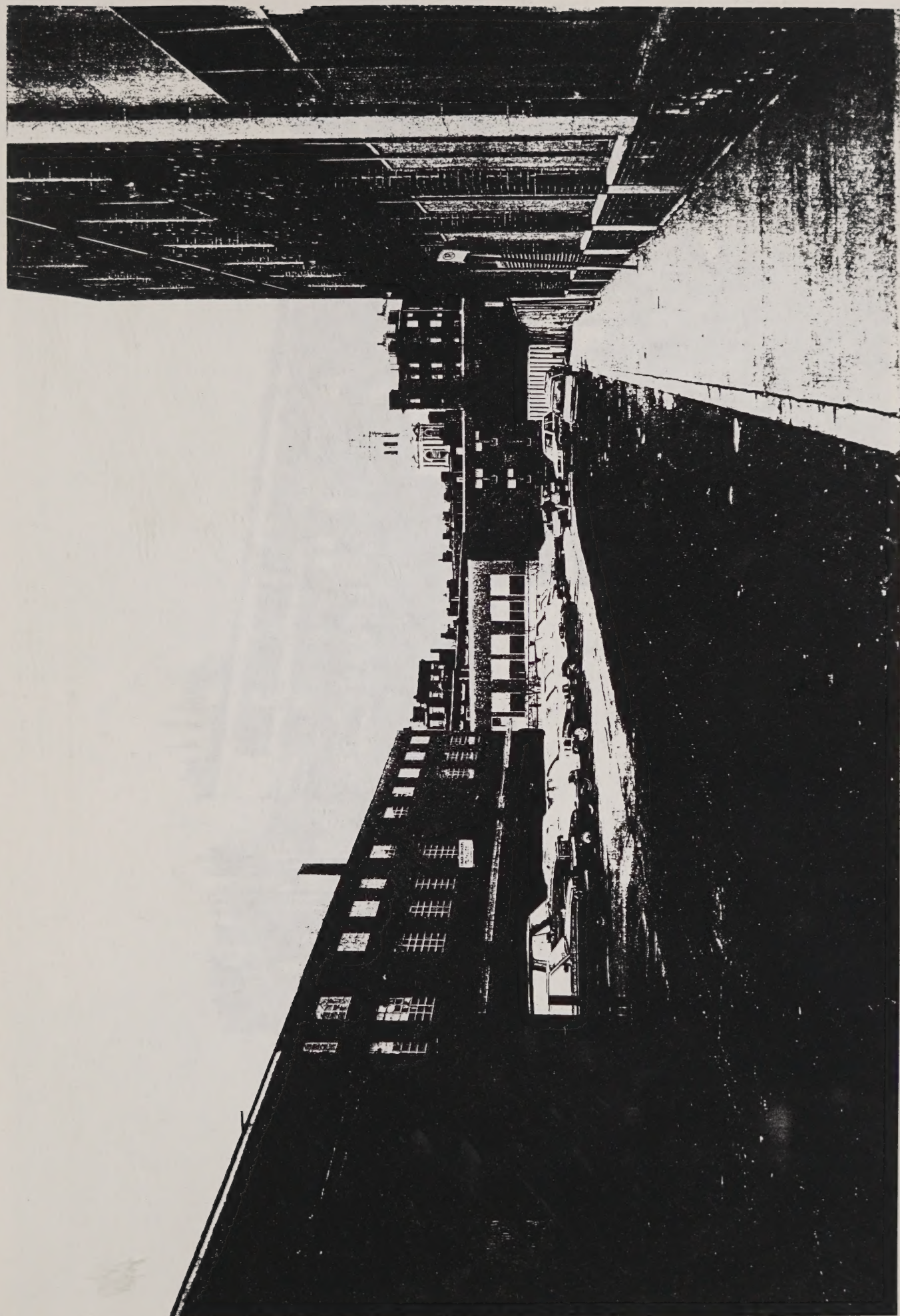
- A. The primary source of supply shall be an 10" fire service installed by the plumber. This contractor shall connect to a blank flange in the water meter room with an OS&Y valve.
- B. The garage will be provided with a complete dry sprinkler system as required by Mass State Code CMR 500. Dry alarm valves will be provided for one to two floors maximum as required by NFPA 13 volume limitations for dry systems.
- C. Six dry standpipes with 2-1/2" fire department valves will be provided to protect the garage through with 100 foot of hose and a 30 foot spray.
- D. Standpipes shall be located in the stairways and in the center of the garage. Standpipes will be connected to the main and run back to the water meter room. The standpipe system will be provided with a siamese connection, check valve and ball drip. A 2000 gpm fire pump will be provided to provide 65 psi at the top of each standpipe and for the sprinkler system.

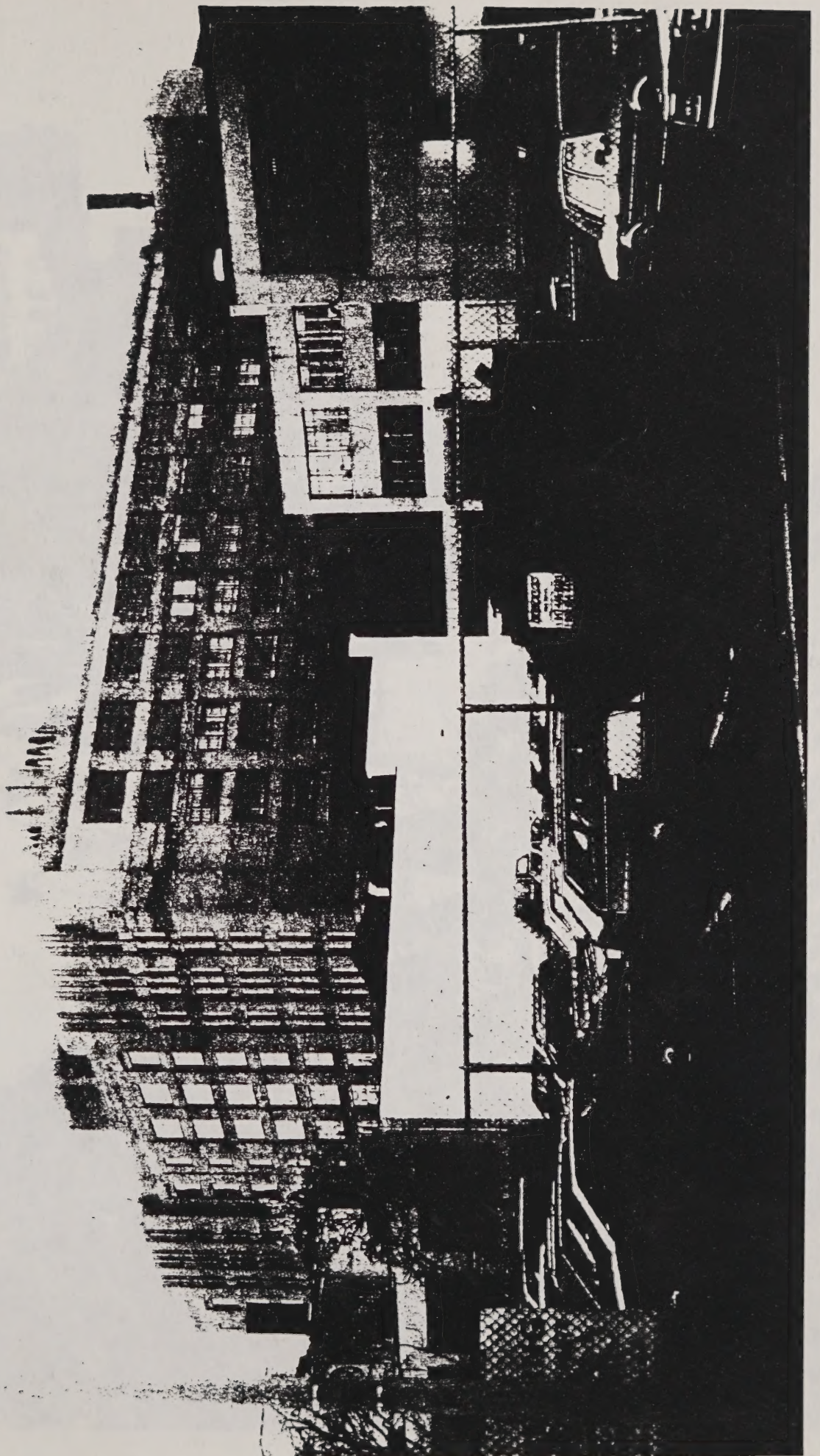
END OF SECTION

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October 18, 1991

Architects and
Preservation Planners

Boston MA
Washington DC

Mr. Stephen Coyle, Director
The Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

Re: Olmsted Plaza Associates
Application for Approval Under Chapter 121A
of the Massachusetts General Laws
NF+A 54489.11

Dear Mr. Coyle:

This letter is submitted in support of the application of the Olmsted Plaza Associates and the Subparcel 1A Limited Partnership (the "Project Developers") to undertake the rehabilitation of Olmsted Plaza and the Van Ness Site (the "Project" and the "Project Area") under Chapter 121A of the Massachusetts General Laws.

It is our opinion that the conditions in the Project Area constitute a decadent area as defined by Chapter 121A. The buildings and the paved areas in the Project Area are in disrepair, physically deteriorated, and in need of major maintenance and repair. Additionally, due to existing site and building conditions, redevelopment of the Project will be difficult and costly. It is impossible that through the ordinary operations of private enterprise the Site could be developed without the benefit of Chapter 121A.

1. The Project Area is Out of Repair and Physically Deteriorated

i. Description of the Project Area and the Structures in the Project Area

The Project Area contains the historic Sears building, which is eight stories tall and capped by a hundred foot tower. The building was constructed in 1928, and Sears & Roebuck used it as a department store and distribution center. The facade of the building is light gray brick and Indiana limestone. The Project Area also includes warehouses that were added to the main Sears building and surrounding paved areas. The warehouse additions have facades of various materials. The Van Ness Site contains no buildings and is paved for parking.

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Nana E. Stern

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Mr. Stephen Coyle
Re: Olmsted Plaza Associates
Application for Approval Under Chapter 121A
Page 2

ii. Condition of the Structures and Paved Areas

The Sears building, which is over sixty years old, and the warehouse additions are vacant, unused, and in a state of disrepair. In the Sears building, all of the mechanical systems are deteriorated. The heating system is not only deteriorated but is outmoded, energy inefficient, undersized for any function but warehouse use, and must be replaced in its entirety. Air conditioning and ventilation originally served a very small portion of the building area and is, therefore, seriously undersized to serve the entire building. Its equipment is also outmoded, inefficient, has outlived its useful life and must be replaced. Existing electrical service is undersized for any use other than warehouse use, its distribution system is not code-complying, lacks provision for emergency power, and must be replaced and significantly enlarged in its entirety. The existing fire protection system is outmoded, unusable for any function other than warehouse use and must be replaced in its entirety. Toilet room fixture counts are significantly below code required standards, all fixtures have outlived their useful life and must be replaced along with all of their attendant plumbing.

The roof is a built-up system that is part of the original building, has far outlived its useful life, has no insulation and must be replaced with an energy efficient system. Installation of a new roof of approximately 2.5 acres is a major undertaking.

Egress stairs and horizontal exits do not comply with current building codes and must be replaced and relocated.

Differential settlement of the building has resulted in up to eighteen inches of settlement at certain locations which will require extensive remedial action. These include spot floor leveling so that floors can accept sophisticated laboratory equipment; facade repair to patch or replace cracked or displaced stone and brickwork; and complicated window repair to compensate for out-of square masonry openings.

The building has limited floor-to-floor heights of 10'-8" which further complicate the reuse of the building. Typical floor-to-floor heights for laboratory building are 14'-0"; as a result, all mechanical systems will be intensively distributed vertically.

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Application for Approval Under Chapter 121A
Page 3

Existing active and abandoned below-grade fuel tanks must be removed along with attendant contaminated soil, requiring sophisticated and expensive disposal.

The paving in the Van Ness site also is deteriorated and in a state of disrepair.

iii. Conclusion

Because of the conditions noted above, it is our belief that the Sears building, the warehouse additions, and the Van Ness Site are physically deteriorated, out of repair, and in need of major maintenance and repair.

II. The Project Area Will Be Extremely Expensive to Redevelop

The sheer volume and design of the existing building, covering over 1.3 million square feet, (much of it loading dock and outmoded warehouse space), necessitates the immediate demolition of over 300,000 square feet of structure to allow for the development of the remaining site. As noted above, all of the mechanical systems, the egress stairs, the roof, and major portions of the facade are deteriorated. They all must be replaced or rebuilt. Additionally, the size of the floors requires multiple atria and elevator cores to achieve a reasonable reuse plan, which is a costly redesign.

The balance of the open land on the site also is difficult to develop due to the varying ground conditions involving land fill and extremes of settlement. These problems have already caused considerable settlement (up to eighteen inches in some areas) in the main building, which must be corrected before reuse can occur. The cost of foundations for new buildings and the problems associated with hazardous waste removal make Olmsted Plaza a very expensive site for development.

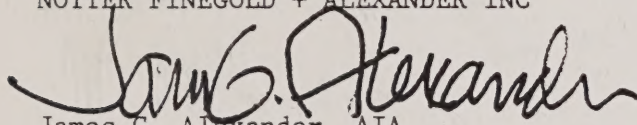
The Van Ness Parcel is part of the filled land of the Back Bay/Fens area and will require expensive foundations and monitoring of future construction. This site is surrounded by industry, garages, and is heavily affected by Fenway Park, which greatly limits development options.

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Re: Olmsted Plaza Associates
Application for Approval Under Chapter 121A
Page 4

In sum, the buildings and the paved areas in the Project Area are out of repair, physically deteriorated, and in need of major maintenance and repair. Additionally, the disrepair of the Project and the difficulty and scale of the renovation required make the Project extremely expensive. It is improbable that the ordinary operations of private enterprise will redevelop the Project Area. For these reasons, it is our opinion that the Project constitutes a decadent area as defined under Chapter 121A of the Massachusetts General Laws.

Very truly yours,

NOTTER FINEGOLD + ALEXANDER INC



James G. Alexander, AIA

54489/676

A/n

APPENDIX G-2

Geotechnical Engineering Report

GEOTECHNICAL ENGINEERING REPORT
PROJECT NO. 1234
BOSTON, MASSACHUSETTS

Prepared by:
Richard Allen Associates
Boston, Massachusetts

Prepared for:
Goldman Sachs & Associates, Inc.
Boston, Mass. Falls, Massachusetts

January 1974
File No. 1113

APPENDIX G2

GEOTECHNICAL ENGINEERING REPORT
OLMSTED PLAZA
BOSTON, MASSACHUSETTS

Prepared for:
Olmsted Plaza Associates
Boston, Massachusetts

Prepared by:
Goldberg-Zoino & Associates, Inc.
Newton Upper Falls, Massachusetts

February 1990
File No. 11633

February 14, 1990
File No. 11633-C, PC

Mr. Joseph L. Kennedy
Olmsted Plaza Associates
c/o JMB Urban Development Company
Four Copley Place, Suite 600
Boston, Massachusetts 02116-6501

Re: Geotechnical Engineering Report
Olmsted Plaza
Boston, Massachusetts

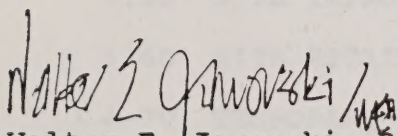
Dear Mr. Kennedy:

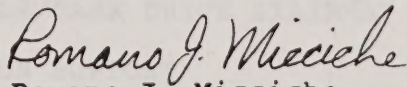
In accordance with our proposal for services dated August 11, 1989, Goldberg-Zoino & Associates, Inc. (GZA) is pleased to present two copies of this geotechnical engineering report to Olmsted Plaza Associates. Contained herein are conclusions and recommendations for earthwork and foundation construction associated with the proposed Olmsted Plaza project in Boston, Massachusetts. This report supercedes the draft engineering report dated December 19, 1989 and all previous design memoranda, and is subject to the Limitations set forth in Appendix A.

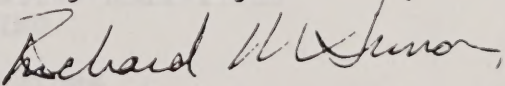
It has been our pleasure working with you on this phase of the project, and we look forward to being of service to you during construction.

Very truly yours,

GOLDBERG-ZOINO & ASSOCIATES, INC.


Walter E. Jaworski, P.E.
Consultant/Reviewer


Romano J. Micciche
Project Manager


Richard M. Simon, P.E.
Principal-in-Charge

PCR/RMS:lr
Attachment: Report

cc: Patrick Lee - JMB/Urban
Pat Morss, Notter, Finegold & Alexander, Inc. (2)
Dieter Risch, Weidlinger (1)

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FIGURES

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FIGURE NO. 2	SITE PLAN
FIGURE NO. 3	DESIGN LATERAL EARTH PRESSURES

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1.00 INTRODUCTION

1.10 EXECUTIVE SUMMARY

This report addresses geotechnical aspects of site and construction work proposed as part of the Olmsted Plaza project. We evaluated foundation requirements for new structures, effects of site improvements and renovation of the existing Sears building on planned structures and geotechnical construction considerations. We made settlement estimates for the existing Sears building and proposed new structures and presented these in Tables 1 and 2, respectively. Evaluation of foundation requirements and anticipated settlement were based on Schematic Design drawings (Park Drive and Brookline Avenue structures) and Design Development drawings (existing Sears building, Proposed Garage and site improvements) prepared for the Olmsted Plaza project by Notter, Finegold + Alexander, Inc., dated September 15, 1989 and November 15, 1989, respectively.

Settlement estimates and interaction with design team members lead to the conclusion that the Parking Garage and Park Drive structures may be founded on shallow foundations. We anticipate tolerable values of total structure settlement provided at least one full basement is utilized. Temporary excavation support systems will be required to perform excavation for foundation construction.

Excessive anticipated settlement of a single-basement shallow foundation alternative for the Brookline Avenue building suggests this structure should be supported on deep foundations bearing in underlying bedrock. No basement would be necessary for a deep pile foundation system. As an alternative to pile foundations, our analysis indicates that tolerable structure settlement for shallow foundations could possibly be achieved through use of a two-level basement and special construction techniques intended to control heave during excavation. Additional exploration and analyses are necessary to evaluate the feasibility of such an alternative.

The Sears building will experience some short-term settlement due to site work and renovation, in addition to anticipated long-term settlement which is independent of current site development. We expect anticipated long-term settlement to occur in a dish-shaped pattern centered in the tower area similar to the pattern observed from floor grades measured to date. Detrimental effects of short-term settlement on new and renovation construction can be reduced by arranging construction sequencing such that



settlement-inducing work proceeds as early as possible with respect to renovation finish work.

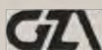
1.20 PURPOSE AND SCOPE

In accordance with our proposal for services dated August 11, 1989 and subsequent addenda dated September 19 and November 6, 1989, Goldberg-Zoino & Associates, Inc. (GZA) has completed geotechnical studies for the proposed multi-structure development known as Olmsted Plaza in the Fenway section of Boston, Massachusetts for Olmsted Plaza Associates. A locus is presented as Figure 1.

The purpose of our studies has been to collect sufficient subsurface and design information to draw conclusions and make recommendations to the design team concerning foundation requirements for proposed construction and to identify and offer input on other construction considerations.

In pursuit of these objectives, the scope of work performed included:

1. Subsurface Explorations: Planning, coordination and observation of 14 test borings and the installation of eight groundwater observation wells, which included the recovery of soil and groundwater samples for laboratory testing.
2. Foundation Engineering Evaluation and Recommendations: Review of background information and subsurface data available for the site, laboratory testing of soil samples recovered during explorations, the interpretation of testing data and the performance of engineering analyses. Included was the preparation of interim design memoranda for use in evaluating proposed foundation schemes by the design team, as well as a geotechnical data report and this geotechnical engineering report. The geotechnical data report was submitted under separate cover on November 30, 1989.
3. Geoenvironmental Services: Performance of a Phase I Limited Site Investigation as defined in the Massachusetts Contingency Plan, and preparation of a Phase I report, Interim Site Classification Form and Waiver of Approvals application for submission to the Massachusetts Department of Environmental Protection (DEP). This work was issued on December 5, 1989.
4. Geotechnical Design Services: Preparation of geotechnical-related technical specifications and review of and provision of input to geotechnical-related portions of the Phase I construction documents. These specifications and input were provided to the design team under separate cover. Also included are the participation in project meetings and



preliminary design of lateral support and dewatering systems and other necessary foundation consulting services.

1.30 ACKNOWLEDGEMENTS

Key GZA staff contributing to this project include Philip C. Reidy (assistant project manager), Himanshu K. Vakil (project engineer) and Andrew R. Dean (field engineer).

2.00 BACKGROUND

2.10 SITE DESCRIPTION

The approximately 12-acre site, located in the Fenway district of Boston, Massachusetts, is occupied by an eight-story building of masonry construction topped by a five-story tower, with an attached three-story masonry warehouse addition. The building was formerly utilized as warehouse, retail and office space and is surrounded by paved parking areas and truck loading docks. The site is bordered to the west by MBTA Green Line tracks and the Fenway subway station, to the north by Fullerton Street, to the east by Brookline Avenue and to the south by Park Drive (refer to Figure 2). The Muddy River passes the site to the south and east in underground culverts.

At the time of this study, the building had been largely unoccupied for about one year. Until July 1988, it functioned as a catalog warehouse and catalog surplus outlet for Sears, Roebuck & Company. A brief account of the site history is contained in our Phase I Limited Site Investigation Report dated December 5, 1989. Ground surface elevations across the site range from approximately elevation +15 feet to elevation +17 feet (Boston City Base datum).

2.20 PROPOSED DEVELOPMENT

As indicated on Schematic Design (dated September 15, 1989) and Design Development Drawings (dated November 15, 1989), the proposed development consists of a two-phase project which involves renovation of the Sears building and construction of a six-story parking garage as Phase I, and construction of two office/R&D structures of nine stories and 13 stories as Phase II. Basements are proposed for the three new structures at approximately elevation +7 feet and +2.6 feet (Parking Garage), elevation +5 feet (Park Drive) and elevation +2 feet (Brookline Avenue). Figure 2 depicts proposed locations of the new structures. References to elevations made in this report refer

to the Boston City Base¹ (BCB) elevation datum unless otherwise noted.

3.00 SUBSURFACE CONDITIONS

3.10 SOIL

A subsurface exploration program consisting of 14 test borings was carried out to evaluate stratigraphy and geotechnical properties of the soil and bedrock underlying the site. That work along with previous subsurface investigations is presented and summarized in a report by GZA entitled "Geotechnical Data Report", dated November 30, 1989. Please refer to that report for details of explorations and subsurface conditions. Soil conditions are summarized below and described in terms of a generalized soil profile.

The generalized subsurface profile at the site, in order of increasing depth, consists of approximately 4 to 18 feet of miscellaneous fill overlying an intermittent layer of soft to medium stiff fibrous peat/organic silt varying in thickness from 0 to 14 feet. Below the fill and/or organics is a layer of gravelly medium dense to dense sand and/or silty sand ranging in thickness from 6 to 16 feet, underlain by 135 to 173 feet of soft to very stiff silty clay. The silty clay was found to contain intermittent fine sand layers and lenses, some of which contained cobbles. Below the silty clay exist layers of fine sand and/or glacial till and a formation of interlayered kaolinized argillite, sandstone and quartzite bedrock. An inactive fault in the bedrock formation exists near the southeast portion of the site, and a wider fault zone exists within 2,000 feet of the site to the west. Ground surface elevation at all the boring locations ranges from approximately elevation +15 to +17 feet.

3.20 GROUNDWATER

Eight groundwater observation wells were installed at the site as part of our exploration program. Five observation wells were previously installed on the site for an environmental study done by others. Groundwater was measured in the wells at depths below ground surface ranging from approximately 7 to 13 feet, corresponding to approximately elevations +3 to +7 feet. The Muddy River, which passes the site in underground culverts to the south and east of the site, is believed to have average water levels of approximately elevation +5 feet. Federal Emergency Management Administration (FEMA) flood insurance maps indicate

¹ Boston City Base is 5.65 feet below the National Geodetic Vertical Datum of 1929 (NGVD).

that the western portion of the site lies within the 100-year flood plain of the river, which is approximately elevation +16 feet. This elevation is at or close to present site ground surface elevations. It is possible, however, that flood levels are governed by the culverts through which the river is currently diverted.

Variations in groundwater levels across the site are possibly influenced by nearby utilities and a basement sump pump in the Sears building. Other nearby structures, such the depressed MBTA Green Line tunnel adjacent to the Fenway Station, may have subdrainage that affects groundwater levels at the site. General direction of groundwater flow appears to tend toward the north and northwest.

4.00 GEOTECHNICAL CONSIDERATIONS

Information presented and observations made herein are based on Schematic Design and Design Development drawings prepared for the Olmsted Plaza project by Notter, Finegold + Alexander, Inc., dated September 15, 1989 and November 15, 1989, respectively. Subsequent changes to these drawings should be reviewed in the context of the information, observations, conclusions and recommendations presented herein. Structure loads were provided to GZA by Weidlinger Associates.

4.10 RENOVATION OF SEARS BUILDING

As part of the site development, renovation of the Sears building into office and laboratory space is planned. Renovation includes the demolition of the three-story warehouse addition constructed in 1965, the leveling of floors by means of lightweight concrete fill or other materials to conform to minimum acceptable floor slopes, and the removal of floor slabs and water storage tanks on the twelfth floor of the tower section. Access from the basement of the Sears building to the proposed truck dock area on the lower level of the Parking Garage will be provided via several sets of double swinging doors and an overhead doorway installed in the basement wall. Provisions for preventing flood-stage groundwater from entering the basement through these doorways should be provided by means of trench drains and accompanying sumps with pumps below the doorway level, as well as sill elevations at the top of garage ramps designed above elevation +16 feet BCB.

In estimating future settlement of the Sears building, post-renovation and occupancy loading conditions were compared with those existing during the period prior to renovation. Post-renovation loading conditions incorporate the load changes caused by floor leveling with lightweight concrete fill, removal of the

existing water tanks on the twelfth floor of the tower and addition of a thirteenth level floor slab. Anticipated settlement of the existing structure in the next 30 years is presented in Table 1, broken down in terms of short-term and long-term settlement. Short-term settlements begin with the application of load and are manifested by higher rates of settlement, gradually reducing in rate to long-term creep settlements. Loading conditions beneath the eight-story areas differ significantly from those below and immediately adjacent to the tower; hence, settlement estimates have been made for each of these areas to evaluate possible relative movements.

Also presented in the table are estimates of induced settlement due to site filling or adjacent construction. Those issues are addressed in Section 4.50.

4.20 PARKING GARAGE

Proposed Parking Garage foundations consist of strip footing and slab on-grade construction bearing on dense to medium dense natural sands or hard to stiff silty clay. Recommended design criteria for garage foundations are presented in Section 5.00. Garage design incorporates a single, stepped basement configuration with northern and central bay areas at elevation +7 feet and the southernmost bay at elevation +2.6 feet. Top of mat foundation level of the Sears warehouse addition exists at approximately elevation +6.5 feet, and covers part of the southern and central bays of the proposed garage². Reuse of part of the existing mat at elevation +6.5 feet is proposed in the central bays and truck dock area adjacent to the existing Sears building.

Results of settlement analyses performed on this garage configuration are presented in Table 2. Analyses were based on loading conditions provided by Weidlinger Associates, subsurface profile information and laboratory test data. Garage settlement is estimated to include 3 to 4 inches of short-term settlement and 1 to 2 inches of long-term secondary creep in areas where the basement elevation extends to elevation +7 feet. Slightly less settlement is anticipated in areas with mat elevations of approximately elevation +2.6 feet.

² The original design drawings for the Sears basement structures show an original slab grade of +8.0 BCB. We believe the slab has settled approximately 1.5 feet over the past 25 to 60 years.

Differential settlement between mat areas at elevation +7 feet and those at elevation +2.6 feet are estimated to be 1 to 2 inches over the next 30 years. Estimated differential settlement between proposed new mat construction at elevation +2.6 feet and the existing Sears warehouse mat at the loading dock platform is 1 to 2 inches over the next 30 years.

Anticipated differential settlements must be considered in evaluating erection sequencing for the garage structure. We recommend that consideration be given to an erection sequencing plan during final design of the garage to reduce the potential for problems with erection tolerances affected by differential settlement. Monitoring of garage footings as erection progresses would allow for adjustments in sequencing patterns in the field. Refer to Section 5.60 for recommendations regarding construction-phase monitoring of the proposed garage structure.

A permanent perimeter groundwater cut-off and underslab drainage system is required below all basement areas to control infiltration of groundwater. During explorations, groundwater levels were observed in the range of elevation +4 feet to +5 feet in the garage area; however, variations in groundwater levels observed across the site suggest they may be affected by nearby utilities or sump pumps and thus could periodically be higher than elevation +5 feet. Perimeter steel sheeting should extend into the underlying silty clay to form a permanent groundwater cut off for construction below pre-construction groundwater levels.

National flood insurance rate maps indicate the 100-year flood elevation in the site area is approximately elevation +16 feet BCB. As a result, design of basement walls and basement access ramp sill elevations must address this flood-stage water level.

4.30 PARK DRIVE STRUCTURE

The proposed Park Drive structure consists of nine stories above grade with a single basement at approximately elevation +5 feet. An elevator pit projects below the basement level to approximately elevation -3 feet. A shallow mat foundation bearing on dense natural sands was assumed for purposes of engineering analysis. Proposed framing alternatives include both steel and cast-in-place concrete systems.

Settlement estimates for the structure are summarized in Table 2. As indicated in the table, estimated settlement of the steel frame alternative is less than that for the heavier concrete frame. Short-term settlement will begin during construction with the application of structure dead loads. Differential settlement between the edges and center portion of the structure are anticipated to be 30 to 50 percent of the maximum estimated settlement. According to Weidlinger Associates, those

settlements are within the limits of tolerable settlement for steel-framed structures. Incorporating an additional basement level would reduce anticipated settlement; however, preventing settlement of the proposed single-basement alternative would require the use of deep foundations bearing in underlying bedrock.

Design criteria and foundation preparation recommendations are presented in Section 5.00.

4.40 BROOKLINE AVENUE STRUCTURE

The proposed Brookline Avenue structure consists of 13 stories above grade with a single basement at approximately elevation +2 feet, and an elevator pit extending to approximately elevation -3 feet. Framing systems considered include both structural steel and cast-in-place concrete.

Settlement analyses were performed for this structure configuration to evaluate foundation requirements for both steel and concrete framing systems. The compressible clay stratum underlying the site is thickest below the area of the proposed Brookline Avenue structure. Sand deposits overlying the clay were encountered at greater depths in that part of the site, and therefore the analyses considered the effects of intermediate-depth foundations bearing in the sand. The clay stratum includes layers of silty fine sand that grade from predominantly fine sand to compressible silty clay with lesser amounts of fine sand. The observed variability of these layers leads to a relatively wide range of anticipated settlement depending on the total estimated thickness of the compressible stratum.

Results of settlement analyses are presented in Table 2 in terms of short-term and long-term settlement. Again, differential settlement between the edges and center portion of the structure are likely to be 30 to 50 percent of the estimated total settlements. Settlements of these magnitudes are generally not acceptable from a structural or architectural perspective. Consequently, we do not recommend a single-basement shallow foundation be pursued in the design development phase.

Available alternatives to the existing concept include use of deep foundations bearing in rock or controlling anticipated settlement through use of a second basement level and special construction techniques to reduce heave of underlying compressible soils during construction.

A deep pile foundation is the most positive system for controlling settlement; however, a two-basement mat foundation could provide substantial savings over a deep pile system if the risks of basement construction can be limited. The risks/benefits of each of these systems should be considered in design development to assess their relative feasibility.

A deep pile foundation system would allow for the omission of basement construction and associated removal of potentially contaminated soil below pile cap level, as well as an active groundwater control system. Risks associated with deep pile foundations are primarily those related to difficulties with installation (breakage and/or alignment) and the potential for damage to the adjacent Sears building and the newly constructed garage from the pile installation operation.

A two-basement shallow foundation system could significantly reduce foundation costs over a deep pile foundation option; however, construction would likely involve additional excavation of contaminated soil, and short-term and long-term control systems for collection of potentially contaminated groundwater. This concept also presents risks of damage to adjacent structures from dewatering. Additional subsurface explorations and engineering analyses are required to evaluate the amount by which present anticipated settlements can be reduced through use of a two-basement mat foundation, and therefore assess feasibility of this alternative.

4.50 SITE IMPROVEMENTS - FILLING AND GRADING

Proposed site improvements include the grading and filling of areas surrounding the existing and proposed structures, the installation of walkways, planters and shrubbery, and multi-level site retaining walls along Park Drive. Site retaining walls are addressed in more detail in Section 4.60. In addition, construction of a plaza deck and filling of the existing warehouse addition basement south of the proposed Brookline Avenue structure are proposed.

Placement of fill adjacent to the Sears building has been evaluated in terms of settlement of the filled area itself and its impact on the Sears building. Current site plans indicate up to 4 feet of fill is planned for landscaped areas within 60 feet of the southeastern portion of the existing building. Also, vault construction and basement filling operations in the north plaza area (between the Sears building and proposed Brookline Avenue structure) requires the placement of approximately 12 feet of fill within 55 feet of the Sears building. Results of settlement analyses for these conditions are presented in Table 1.

As indicated on the table, settlement of the southeastern portion of the Sears building due to adjacent area filling and grading is anticipated to be less than 1-inch. Settlement of the northeastern portion of the Sears building due to planned filling of the existing basement (beyond 55 feet from the existing building) and vault construction (within 55 feet of the building) is estimated to be 1 to 2 inches. The extent of these effects is expected to diminish away from the fill area. Sharp differential settlement is not anticipated.

Surface settlement of fill material placed in the front plaza area (southern main entrance) for site grading is anticipated to be up to 2 inches of short-term settlement (during construction) and an additional 2 inches of long-term settlement during the next 10 to 15 years. Such large fill settlement is due primarily to the presence of a thick, highly compressible peat/organic silt stratum at a shallow depth throughout this area. Short-term settlement of the fill is likely to be effectively masked by ongoing construction.

4.60 SITE RETAINING WALLS/PARK DRIVE STAIRWAY

At the writing of this report, we understand the configuration of the Park Drive area stairway, day care area and related earth retaining structures are under revision. Our discussion of these items applies both to geometries and details shown on Design Development drawing dated November 15, 1989, as prepared by Notter, Finegold & Alexander, Inc. and subsequent preliminary design sketches issued by The Halvorson Company dated January 5, 1990.

During the design development phase, earth retaining structures required for construction of the proposed Park Drive area stairway, day care area and adjacent walkways included walls up to 20 feet in height. Subsurface information currently available in the area of the proposed retaining walls is insufficient to specifically evaluate final design criteria for retaining wall foundations. However, nearby borings indicate that miscellaneous fill materials and peat/organic silt may exist below proposed retaining wall subgrade elevation. Consequently, this section discusses general considerations for preliminary design pending collection of additional subsurface information along the wall alignment.

Based on available subsurface information, proposed retaining walls in excess of 8 feet in height may require shallow pile foundations bearing in the natural sands or clay to reduce settlement and rotation of the walls due to poor foundation soils at bottom of footing level. For retaining walls less than 8 feet in height, we anticipate that conventional subgrade preparation and wall footing construction will provide sufficient support;

however, additional subgrade information is required along the wall alignment to properly assess foundation requirements.

Differential movement between pile-supported and non-pile-supported wall areas must be addressed during final design. Consideration of stress conditions along the wall and placement of control joints to allow for minor relative movement of adjacent wall systems should be incorporated for proper long-term wall performance.

Our current understanding is that the retaining wall concept presented in the Design Development submission has been deleted and that a series of shorter walls with a less elaborate stairway as shown on Halvorson's January 5 sketches is now under consideration. Preliminary recommendations for foundation subgrade preparation at shorter wall and stairway locations are presented in Section 5.50.

4.70 TEMPORARY EXCAVATION SUPPORT

Excavation for construction of proposed foundations and higher site retaining walls will require temporary earth support systems up to approximately 20 feet high. Design of these wall systems should be performed by a registered professional engineer engaged by the contractor in accordance with project specifications issued separately from this report.

Excavations below the water table will require a continuous groundwater cutoff to limit lowering of adjacent groundwater levels outside the excavation. Steel sheet piling extending into the underlying clay stratum is required by project specifications. Excavations not extending below groundwater level may be supported by soldier pile and lagging wall systems. Such systems are effective where control of groundwater is not necessary.

Lateral bracing requirements of earth support walls vary across the site depending on height of cut and sensitivity of adjacent areas or structures. Cantilever wall design is typically feasible where proper toe support is achieved through sufficient wall penetration into competent near-surface foundation soils. Poor soil conditions can lead to lateral wall movements up to several inches at the top of the wall, along with accompanying settlement of supported earth. Berming down supported soil towards the excavation allows for reduced wall heights and can avoid the need for lateral bracing in some instances. Limiting criteria for movement of earth retaining structures and a monitoring program to be performed by the Contractor for measuring wall deflections are contained in the project specifications separately transmitted.

Lateral support elements may be necessary for earth support walls in excess of 10 to 12 feet in height and adjacent to sensitive structures. Tiebacks may be feasible provided interference with existing utilities is avoided and necessary easements are obtained where tiebacks extend beyond site limits. Internal bracing, such as wale and raker support systems, should be considered unless specific approval from abutters is likely to be obtained. Project specifications contain design criteria for the Contractor's design of excavation support systems and require submittal of these designs for review by the Owner's Geotechnical Engineer.

Design of lateral earth support systems should incorporate provisions for a 100-year flood event. Federal Emergency Management Administration (FEMA) flood insurance rate maps indicate the 100-year flood event elevation for the site is elevation +10 feet, National Geodetic Vertical Datum, corresponding to approximately elevation +16 feet, Boston City Base. Sheet pile earth support walls providing groundwater cutoff for construction below the water table should be designed to accept this full hydrostatic pressure or have spill-over or other protective means to prevent overloading of the support walls and bracing system.

4.80 EFFECTS OF CONSTRUCTION ACTIVITIES ON THE SEARS BUILDING

The nature of the new construction poses a potential threat to the existing Sears building. Vibrations from demolition, pile driving, general excavation and installation of temporary earth support systems can induce settlement and/or cracking of nearby structures. Construction techniques should be oriented to produce minimum vibration impacts on the Sears building, particularly during installation of excavation support systems. Criteria for threshold and limiting movements of the Sears building and for reducing vibrations due to system installation are included in the project specifications for support of excavation. These criteria apply regardless of the cause of the movement.

Where excavation for demolition of existing structures approaches the Sears building, care must be exercised to avoid excavating in a manner that will undermine or reduce support of foundations that are to remain in service.

5.00 CONCLUSIONS AND RECOMMENDATIONS

5.10 EXISTING SEARS BUILDING

Renovation of the Sears building and adjacent new construction are expected to cause settlement of the existing building in addition to that which will occur independent of site development. Long-term settlement over the next 30 years of 2 to 3 inches of the building is anticipated without any changes to the site or building (refer to Table 1, Case A). This settlement should occur in a pattern similar to that demonstrated by structure settlement to date; specifically, the settlements should continue in a dish shape centered in the tower area.

As indicated in Table 1, planned renovations may induce short-term settlements of the tower and surrounding building areas up to 1 inch and 1/2 inch, respectively (Case B). Proposed adjacent filling and grading operations to the south of the Sears building may induce minor settlement as well, estimated to be less than 1-inch (Case C). Construction of a plaza deck and filling of the remaining obsolete warehouse addition basement could cause 1 to 2 inches of additional short-term settlement at the northeastern portion of the Sears building (Case D).

To limit the impact of planned filling and floor leveling, renovation and construction sequencing planning should address as much as possible the anticipated effects of nearby work to reduce effects on interior and exterior finish work. We recommend site filling and floor leveling operations proceed as early as possible in advance of finish work, such as glass and window frame installation, plastering and painting. Similarly, site filling should proceed as far in advance as possible of floor leveling to reduce impacts of settlements on recently leveled floors.

Provide positive trench-type drainage system with a back-up power system at or below basement doorway locations in the loading dock areas to collect flood-stage water that might enter the Sears building basement through the garage area.

5.20 FOUNDATION SYSTEMS - NEW STRUCTURES

The following recommendations are based on the results of engineering analyses, knowledge of subsurface conditions and interaction with design team members. Refer to project specifications issued separately from this report for additional required foundation installation criteria.

5.21 Parking Garage

Utilize shallow strip footings and slab-on-grade construction in proposed basement areas as indicated on Design Development drawings. Footings on natural sands or compacted structural fill overlying natural sands should be designed for a maximum net allowable bearing pressure of 3 tons per square foot (tsf). Boring data indicates a limited area of the garage footing subgrade may be medium stiff to stiff silty clay. An alternative footing detail for a 2-tsf bearing pressure should thus be included on the structural drawings to accommodate footing subgrades of silty clay exposed during excavation.

Settlement analyses indicate differential settlement between 30 and 50 percent of the estimated totals presented in Table 2 are anticipated from edge to middle of the structure. As indicated by the table, differential settlement between basement areas at elevation +7 feet and the truck dock area at elevation +2.6 feet are estimated to be 1 to 2 inches. Thus, provisions for differential movement between structure supports and slabs-on-grade should be made in the foundation design. Differential settlement between the proposed below-grade loading dock area and the Sears building is estimated to be 1 to 2 inches in the next 30 years. Provisions for differential movement between slab areas at elevation +2.6 feet and the existing Sears building truck dock should also be made in foundation design.

Develop a garage erection sequence plan which addresses anticipated differential settlements prior to construction. This would likely best be developed with a joint effort of GZA, Weidlinger and Macomber. In addition, we recommend monitoring of garage footings during erection of the superstructure to provide construction-phase input to the effects of the erection sequencing, allowing for adjustments in the schedule, if necessary.

Provide an underslab groundwater collection system and perimeter groundwater cut-off wall to control groundwater below the garage basement slab. Perimeter steel sheeting should extend a minimum of 5 feet into the clay. The underslab drainage system should consist of a 12-inch-thick layer of crushed stone and nonwoven filter fabric over the subgrade, which is hydraulically connected with regularly spaced, perforated PVC collector pipes. Collector pipes could be designed to discharge to sump pits.

Design basement walls for full hydrostatic pressure to elevation +16 feet, corresponding to the 100-year flood event level for the site. Entrance sills of garage basement access ramps should be set above elevation +16 feet to limit flood-stage water from entering the garage basement and impacting the Sears building basement. Recommended minimum design wall pressures for basement walls are presented in Figure 3.

5.22 Park Drive Structure

Utilize steel frame and shallow mat foundation construction with mat and basement walls designed to resist hydrostatic pressures to elevation +16 feet. The basement floor level should be a minimum of 12 feet below existing ground surface, as shown on the Schematic Design drawings. Refer to Figure 3 for recommended minimum design pressures for basement walls.

Estimated short-term and long-term settlements for steel and concrete frame building systems are summarized in Table 2. Differential settlement is anticipated to be 30 to 50 percent of the total settlements, with the potential for less total settlement in the northern part of the building where the warehouse addition is currently located.

5.23 Brookline Avenue Structure

Due to the magnitude of estimated settlement of a single-basement shallow foundation system, we do not recommend its use. A deep foundation system bearing in bedrock is the most positive system for controlling settlement and avoiding significant soil removal during excavation. Applicable deep foundation systems include steel H-piles, pre-cast concrete piles or straight-shafted caissons bearing in bedrock at a depth of approximately 200 feet. As stated previously, benefits of deep foundations are the potential for omitting basement construction and associated excavation support, soil removal and dewatering, as well as long-term groundwater control. Risks associated with deep foundations are primarily those related to installation difficulty and potential damage to adjacent structures (Sears building and new garage).

We recommend that a mat foundation system with two basements be considered as an alternative to deep foundations. A double basement installed with special construction techniques may be a feasible means of reducing settlement of a mat foundation to tolerable magnitudes. Risks associated with this system include additional excavation of potentially contaminated soils, deeper general basement excavation and associated excavation support, as well as short-term and long-term groundwater control. However, if deemed feasible, cost benefits of this system over deep foundations should be evaluated by the Construction Manager and may be substantial. Evaluation of this alternative for design development would require additional geotechnical field exploration and engineering analyses.

5.30 RECOMMENDED GEOTECHNICAL DESIGN CRITERIA

Recommended geotechnical design criteria are:

1. Recommended maximum net allowable bearing pressure for spread footing foundations bearing on dense sand is 3 tons per square foot (3 tsf). Foundation elements bearing on silty clay should be designed to bear at a maximum net allowable bearing pressure of 2 tsf. A coefficient of subgrade reaction of 200 lbs/in³ should be applied for structural design of shallow foundations.
2. As per Massachusetts State Building Code Section 720.3.1, for foundations smaller than 3 feet in least lateral dimension, the allowable bearing pressure should be one-third of the above allowable bearing pressures multiplied by the least lateral footing dimension in feet.
3. Minimum width recommended for continuous footings is 18 inches. Bottom surface of interior footings should be at least 18 inches below the surface of floor slabs in heated building areas. Bottom of exterior footings should be maintained at least 4 feet below exterior grades for frost protection. All garage footings must be founded at least 4 feet below adjacent slab level. Protect all footings and footing subgrades from frost penetration during construction.
4. Based on results of Standard Penetration Tests performed in the boreholes during subsurface explorations, the site is not subject to liquefaction as determined by criteria set forth in the Massachusetts State Building Code (MSBC). For seismic lateral force evaluation, a soil S-factor of 1.5 is recommended for design in accordance with Article 716.4.1 of the MSBC.
5. Provide for transmission of base shear between structure and soil in accordance with Section 716.4 of the MSBC. Base shear can be resisted by lateral soil pressure against the sides of foundation walls and footings, or by friction along walls or base of footings, or by some combination of the two.

5.40 SUBGRADE PREPARATION AND BACKFILLING

As recommended, foundation construction would involve placement of foundations on sand and/or silty clay subgrades. GZA has developed recommended technical specifications to address subgrade preparation which were issued separately from this report. Subgrade preparation and backfilling should be performed in a controlled, workmanlike manner, employing methods,

procedures and materials in accordance with project earthwork specifications.

5.50 SITE IMPROVEMENTS

5.51 Filling and Grading

We recommend particular attention be given to construction sequencing of filling operations near the existing Sears building and vault construction in the planned plaza area adjacent to the proposed Brookline Avenue structure. Fill placement should be performed as early in the construction schedule as possible so that some of the anticipated settlement can be realized ahead of final grading, landscaping and finish work on the Sears building. Of particular concern are external elements such as new window frames and building apron construction units. Levelling of floor slabs with lightweight concrete should be delayed relative to site filling to reduce impacts on finished floor grades.

Bulk fill placement for grading of proposed paved and sidewalk areas should likewise be completed as early as possible so that finish grading can be performed after most of the short-term settlement has occurred. In addition, construction should be scheduled such that as long a delay as possible is realized between placement of fill and installation of concrete sidewalks and pavers.

Consider also structural corrugated arches in lieu of a structural slab supported by concrete columns in the proposed vault area (a 55-foot-wide area at the northeast corner of the Sears building). This alternative would accomplish the same objective as the slab (reduce weight of backfill required in area) but likely at a lower cost. It may also provide deeper areas of fill for plantings between arch crowns.

5.52 Retaining Walls/Park Drive Stairway

Due to the anticipated presence of fill and/or compressible organics below subgrade level, site retaining walls in excess of 8 feet high should be supported on intermediate-depth foundations bearing in underlying sands or stiff clays. Based on nearby boring information for the Park Drive building and pending the collection of additional subsurface information along the wall alignment, low-capacity (65-ton) pressure-injected footings preliminarily appear most feasible for pile-supported wall areas bearing in sand. Drilled caisson foundations bearing in the silty clay could be used to support walls where the sand layer is absent. Additional subsurface information along the planned Park Drive retaining wall alignment is necessary to properly evaluate foundation requirements for final design of higher walls.

As shown on Design Development drawings, wall construction would involve excavation adjacent to the Park Drive/MBTA Green Line bridge embankment and abutment. This work would require a temporary excavation support system to protect the adjacent street and utilities.

In lower wall areas and the currently proposed stairway area, foundation subgrade preparation should consist of overexcavation of fill to at least 2 feet below design bottom of footing level and densification of remaining existing fill with at least 10 passes of a double drum vibratory roller. Unstable areas should be removed after densification and replaced with compacted granular fill. Prior to backfilling, exploratory test pits should be performed at a spacing of 50 feet (closer if organics are encountered) to a minimum depth of 6 feet below footing level to probe for the presence of organics in areas where wall foundation bearing stresses are highest. Organics encountered within a 6-foot depth should be removed and replaced with compacted structural fill.

Placement of granular fill to subgrade should then be completed in accordance with project earthwork specifications.

5.60 CONSTRUCTION MONITORING

5.61 Measurement of Surface Heave

Information critical to the evaluation of garage foundation performance and the feasibility of a mat foundation for the Brookline Avenue structure can be obtained during demolition of the Sears warehouse addition and subsequent construction at the proposed parking garage.

As discussed in Section 4.40, the settlement estimates and hence feasibility of a two-level basement shallow foundation for the Brookline Avenue building is significantly influenced by the magnitude of ground surface heave during excavation. Monitoring movements of the basement mat of the Sears warehouse addition and underlying soils during the demolition phase will provide positive, site-specific data relative to anticipated heave. This will provide valuable data for a better evaluation of the anticipated settlement, and therefore, feasibility of a mat foundation option for the Brookline Avenue structure. Also, measuring heave during excavation for the parking garage basement will allow for refinement of settlement estimates which could impact garage erection sequencing.

Monitoring of surface heave would involve surveying the elevation of the basement mat of the Sears warehouse addition before and after demolition, and the installation of two or three settlement monitoring devices in the soil within the area of the proposed garage excavation.

5.62 Garage Construction Monitoring

Analyze foundation movements during superstructure erection is recommended to evaluate foundation response to the application of structure dead load as garage construction proceeds. Real-time input regarding footing movements will allow for adjustments to erection sequencing, if necessary, thereby reducing the potential for possible erection tolerance difficulties resulting from anticipated differential settlements.

5.70 ADDITIONAL STUDIES

Perform additional studies to further characterize bedrock deposits beneath the proposed Brookline Avenue structure prior to final design if deep foundations are planned for this structure. We also recommend that the feasibility of a two-basement shallow foundation for the Brookline Avenue building be evaluated prior to final design. Feasibility studies for this system would require additional subsurface exploration and engineering analyses. Subsurface exploration would include one piezocone penetrometer borehole to provide a continuous evaluation of the soil profile, particularly location and thickness of sand layers within the clay stratum which greatly affect settlement estimates. One standard test boring would subsequently be performed to obtain undisturbed tube samples at critical depths for laboratory testing. Final design of such a system would require substantially more engineering effort than that performed to date to evaluate its feasibility.

Collect additional subsurface information along the proposed Park Drive retaining wall/stairway alignment to allow evaluation of foundation requirements and subgrade preparation methods for final design.

PROJECTED FINANCIAL STATEMENT - 2020-2021
 IN LAKHS

A. OPERATING EXPENDITURE		
Short Term Settlement	2.50	2.50
Long Term Settlement	1.50	1.50
B. FINANCIAL EXPENDITURE		
Short Term Settlement	1.50	1.50
Long Term Settlement	1.50	1.50

TABLES

C. CAPITAL EXPENDITURE		
Short Term Settlement	1.50	1.50
Long Term Settlement	1.50	1.50
D. OTHER EXPENDITURE		
Short Term Settlement	1.50	1.50
Long Term Settlement	1.50	1.50

1. Projected financial statement of 2020-2021 is submitted for approval of the Board.
2. The Board is requested to approve the projected financial statement of 2020-2021.

TABLE 1
ESTIMATED STRUCTURE SETTLEMENT - SEARS BUILDING
30-YEAR PROJECTION

A. <u>Existing Conditions</u> ¹		
	<u>8-Story Areas</u>	<u>Tower Area</u>
Short Term Settlement	--	--
Long Term Settlement	2"-3"	2"-3"
B. <u>Renovation Effects</u>		
	<u>8-Story Areas</u>	<u>Tower Area</u>
Short Term Settlement	≤ 1/2"	≤ 1"
Long Term Settlement ²	--	--
C. <u>Site Filling/Grading Effects - Front Plaza (South)</u>		
	<u>8-Story Areas</u>	<u>Tower Area</u>
Short-Term Settlement	≤ 1/2"	≤ 1"
Long-Term Settlement ²	--	--
D. <u>Vault Construction/Filling Effects - Back Plaza (North)</u>		
	<u>8-Story Areas</u>	<u>Tower Area</u>
Short-Term Settlement	1"-2"	--
Long-Term Settlement ²	--	--

NOTES:

1. Projected settlement independent of site and renovation work.
2. New loading conditions are unlikely to cause significant additional long-term settlement.

TABLE 2

ESTIMATED STRUCTURE SETTLEMENT - NEW STRUCTURES
30-YEAR PROJECTION

1. Parking Garage - Steel or Pre-Cast Frame Alternatives

	<u>Basement Level at Elevation +7</u>	<u>Basement Level at Elevation +2.6</u>
Short Term Settlement	3"-4"	2"-3"
Long Term Settlement	1"-2"	1"-2"

2. Park Drive Structure

	<u>Steel Frame</u>	<u>Concrete Frame</u>
Short Term Settlement	3"-4"	4"-5"
Long Term Settlement	1"-2"	1"-2"

3. Brookline Avenue Structure - Shallow Foundation¹

	<u>Steel Frame</u>	<u>Concrete Frame</u>
Short Term Settlement ²	8"-10" --	8"-10" ³ 15"-17" ⁴
Long Term Settlement	2"-3"	2"-3"

Notes:

1. Shallow foundation alternative (one basement) not recommended due to excessive projected settlement.
2. Profile variations encountered during explorations result in a range of estimated settlement dependent on actual sand content of deeper silty clay/fine sand deposits.
3. "Best case" profile.
4. "Worst case" profile.

APPENDIX G-3

Excerpts from the Phase I Limited Site Investigation

PHASE I LIMITED SITE INVESTIGATION
KIMBLE, ROBERTS & COMPANY, INC.
101 BRONXVILLE AVENUE
BOSTON, MASSACHUSETTS

Prepared For:

United Plaza Associates, Inc.
Boston, Massachusetts

Prepared By:

Goldberg-John & Associates, Inc.
Newton Upper Falls, Massachusetts

December 1988
File No. 11452.10

Copyright 1988 Goldberg-John & Associates, Inc.

December 5, 1989
File No. 11633.10

225-800 Silver Project
One Winter Street, 3rd Floor
Boston, Massachusetts 02108

**PHASE I LIMITED SITE INVESTIGATION
SEARS, ROEBUCK & COMPANY PROPERTY
201 BROOKLINE AVENUE
BOSTON, MASSACHUSETTS**

Gentlemen:

Goldberg-Zoino & Associates, Inc. (GZA) has performed a Phase I Limited Site Investigation of the above-referenced site and prepared the attached report on behalf of Olmsted Plaza Associates. We are submitting to you a Preliminary Assessment Report Form, an Interim Site Classification Form, and a Waiver application, along with this report to support our recommended site classification as a "C" site eligible for a waiver of further DEP approval according to the Massachusetts Contingency Act.

Prepared for:

**Olmsted Plaza Associates, Inc.
Boston, Massachusetts**

If you have any questions regarding this material, please do not hesitate to contact any of the undersigned.

Very truly yours,

Prepared by:

**Goldberg-Zoino & Associates, Inc.
Newton Upper Falls, Massachusetts**

William S. Zoino
Consultant/Principal

Richard M. Smith
Richard M. Smith
Principal

SMS/YF:ayb

**December 1989
File No. 11633.10**

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December 5, 1989
File No. 11633.1-C,PC

DEP-MCP Waiver Program
One Winter Street, 5th Floor
Boston, Massachusetts 02108

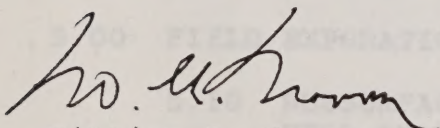
RE: Phase I Limited Site Investigation
Sears, Roebuck & Company Property
Boston, Massachusetts

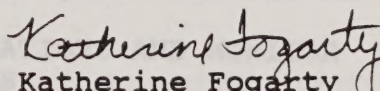
Gentlemen:

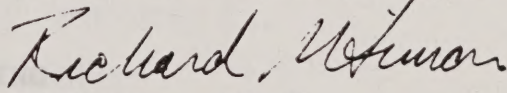
Goldberg-Zoino & Associates, Inc. (GZA) has performed a Phase I Limited Site Investigation of the above-referenced site and prepared the attached report on behalf of Olmsted Plaza Associates. We are submitting to you a Preliminary Assessment Report Form, an Interim Site Classification Form, and a Waiver Application, along with this report to support our recommended site classification as a non-priority site eligible for a waiver of further DEP approvals according to the Massachusetts Contingency Plan.

If you have any questions regarding this material, please do not hesitate to contact any of the undersigned.

Very truly yours,


William R. Norman
Consultant/Reviewer


Katherine Fogarty
Senior Environmental Specialist


Richard M. Simon
Principal

RMS/KF:aws

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1.00 INTRODUCTION

1.10 PURPOSE AND SCOPE

In accordance with our proposal dated August 11, 1989 and letter dated September 19, 1989, Goldberg-Zoino & Associates, Inc. (GZA) has completed a Phase I Limited Site Investigation of the Sears, Roebuck & Company site at 201 Brookline Avenue in the Fenway section of Boston, Massachusetts for Olmsted Plaza Associates. The site locus is shown on Figure 1.

The purpose of the submission of this report is (1) to provide the Massachusetts Department of Environmental Protection (DEP) with notification, pursuant to MGL C. 21E and 310 CMR 40.00, of the presence of oil and hazardous material in soil and groundwater at the Sears site; (2) to comply with the requirements of 310 CMR 40.543, relative to preparation of a Limited Site Investigation report detailing investigative activities conducted at the site; and (3) to provide data and analyses which indicate that the Sears site should be classified as a non-priority disposal site which is eligible for a waiver of further Departmental approvals, subject to 310 CMR 40.357.

The scope of services included:

- a site visit;
- a review of site history;
- a review of a previous study by GEI Consultants, Inc. (GEI) of Winchester, Massachusetts, entitled "Environmental Site Assessment and Preliminary Geotechnical Investigation, Sears Properties, Boston, Massachusetts", dated February 2, 1989 (GEI Report);
- contact with certain local and state officials regarding possible environmental concerns at or near the site;
- subsurface explorations, in the form of test borings and groundwater monitoring well installations;
- sampling of soil and groundwater;

- limited screening and chemical analysis of soil and groundwater samples at GZA's Newton Environmental Chemistry Laboratory and at Energy & Environmental Engineering, Inc. (E³I), of Somerville, Massachusetts;
- preparation of this report, containing an opinion as to the presence of hazardous material or oil in the soil and/or groundwater at the site; and
- completion of the Preliminary Assessment Report, Interim Site Classification Form, and Waiver Application for submittal to the DEP.

This work was performed according to our standard quality assurance/quality control (QA/QC) procedures and a site-specific Health and Safety Plan. This report is subject to the limitations set forth in Appendix A.

1.20 SUMMARY

A review of site history indicates that oil and hazardous materials have been stored at the site since at least 1919 (Table 1). The current fuel oil tanks (south of Section F; refer to Figure 2 for building sections) have been in place since 1965 and reportedly have not been tested for integrity. Gasoline, kerosene, and lubricating oil were stored underground at Section M, which was a service station in operation from 1938 to 1954. Sears took ownership of Section M in 1938. GZA was unable to find any record of underground storage tank locations or removal in this area.

DEP files contain records of numerous spills of oil and hazardous materials within one quarter mile of the Sears site. Two limited spills of No. 6 fuel oil occurred at the site in 1987 and 1989.

Testing of soil and groundwater during the current assessment indicated elevated levels of gasoline in soil at boring B-8A (near Section M) and elevated levels of fuel oil in soil at boring B-10A, near the underground No. 6 fuel oil tanks (Figure 2). Low levels of volatile organic compounds (VOCs) were detected in soil and groundwater at other locations on site (VOCs in soils at borings B-1, B-3, and B-14 and in groundwater at borings B-3 and B-6). In a previous study (see section 2.50 of this report) GEI Consultants, Inc., reported low levels of VOCs in soil and groundwater from several of their borings. GEI also reported up to 100 ppm total PHCs in soils from three borings and 2 ppm PHCs in a groundwater sample from one well.

In GZA's opinion, this site does not meet the criteria for a priority disposal site under the Mass Contingency Plan and should be classified as a non-priority site. Since the remedial response actions which may be implemented during site development

are neither unique nor complex, this site is appropriate for a waiver of approvals for remedial response actions.

2.00 BACKGROUND

2.10 SITE DESCRIPTION

The approximately 12-acre site is occupied by an eight-story building of masonry construction occupied by retail and office space topped by a four-story tower, with a three-story masonry warehouse addition. The building is surrounded by paved parking areas and truck loading docks. The site is bordered to the west by MBTA Green Line tracks and the Fenway subway station, to the north by Fullerton Street, to the east by Brookline Avenue and to the south by Park Drive (refer to Figure 1). At the time of this study, the building had been largely unoccupied for about one year. Until July 1988, it functioned as a catalog warehouse and catalog surplus outlet for Sears, Roebuck & Company.

2.20 TOPOGRAPHY AND DRAINAGE

According to the U.S. Geological Survey topographic quadrangle map of the area (Boston South Quadrangle, 1970, photorevised 1979), the study site is in a low-lying area immediately east of the Muddy River, north of the Back Bay Fens. The site latitude, longitude, and Universal Transverse Mercator (UTM) coordinates are provided on Figure 1.

Surface water runoff from paved areas of the site, as well as groundwater collected by a sump under the southeast side of the building, flow to catch basins which drain to the Muddy River conduit under Brookline Avenue (Figures 2 and 3).

According to the 1975 U.S. Geological Survey map entitled, "Ground-Water Levels on Boston Peninsula, Massachusetts," groundwater flow through the site is to the northeast and north. Groundwater levels measured by GZA and referenced to approximate Boston City Base elevations (Table 5) also indicate that site groundwater flow is to the north. However, localized flow directions in the vicinity of the site may vary from this regime as a result of underground utilities (e.g., storm drains, sewers, utility conduits), underdrains or sumps in the Sears Building or nearby buildings, and heterogeneous subsurface conditions.

2.30 UTILITIES

According to a utility plan for the site prepared by Cullinan Engineering, Inc. for Olmsted Plaza Associates (Figure 3), underground utilities at the site include water, gas, electric, sewer, and telephone. Water, sewer, electric, and telephone utilities enter from Brookline Avenue. Gas lines run from Park Drive.

2.40 SITE HISTORY

The information on site history is summarized here from the report prepared by GEI. GZA augmented this history with information provided by Mr. Francis Rafferty, Building Superintendent and a 35-year Sears employee. According to Mr. Rafferty and information presented by GEI, Sears purchased the property and constructed the main portion of the building (Sections A, B, C and D) in 1928 (refer to Figure 2 for building sections); construction of Sections C and D continued until 1931. A train shed northeast of Sections C and D was also built in 1931.

GEI indicated that, prior to 1928, the site was undeveloped with the exception of a residence on Fullerton Street. Section M was built either during or prior to 1928 and belonged originally to the Miller Tire Company, with an address listed as 155-163 Brookline Avenue on the Boston Assessor's Office map. However, the Boston Fire Department has record of a permit for underground gasoline storage issued in 1919 to Dunbar Tire and Rubber at 188-200 Brookline Avenue. Sears purchased the Section M property and used it as a service station from 1938 to 1954. Section E was built in 1946.

In 1965, Sears removed the train shed and built Section F. According to Mr. Rafferty, Section F was originally constructed to include a freight train siding through the northern end of the warehouse, depressed below the warehouse floor level and running parallel to the MBTA tracks. When use of the freight siding was discontinued, the depression for the tracks was filled with defective Sears hand tools and covered with concrete. Mr. Rafferty also indicated that a subdrain along the west side of the building was filled with defective hand tools and similarly covered with concrete to prevent water from seeping into the building.

Sears used the basement and first floor levels of Sections A and B as a retail and catalog sales facility. The remainder of the building was used as a warehouse and catalog sales distribution center. Section M was converted to part of the mail order operation in 1954.

2.50 PREVIOUS STUDIES

GEI Consultants, Inc., of Winchester, Massachusetts performed an environmental assessment of the site as detailed in a report dated February 1989. Their study included research on site use and site history and a review of regulatory agency files. They performed five shallow test borings and installed and sampled observation wells in each boring (GEI-1, GEI-2, GEI-3, GEI-4, and GEI-5; for locations see Figure 2). GEI's boring logs are in Appendix B.

GEI screened soil and groundwater samples for volatile organic compounds (VOCs) and total petroleum hydrocarbons (PHCs). PHCs were detected in concentrations greater than 100 parts per million (ppm) in the upper 12 feet of soils from borings GEI-1, GEI-2, and GEI-5. Low levels of VOCs were detected in soils from borings on the southwest side of the site. GEI detected 0.010 to 0.047 ppm of toluene in soil samples from the surface to a depth of 27 feet in boring GEI-1; 0.013 ppm of 1,1-dichloroethene in a soil sample from a depth of 15 to 17 feet in GEI-2; and 0.014 ppm of 1,1-dichloroethene in a soil sample from a depth of 11.5 to 13.5 feet in boring GEI-3.

GEI detected 2 ppm of total petroleum hydrocarbons in a groundwater sample from observation well GEI-1; they did not detect PHCs in groundwater samples from the other four wells. Very low levels of volatiles were detected in the water sample from well GEI-5 (0.0085 ppm of 1,1-dichloroethane and 0.0104 ppm vinyl chloride); VOCs were not detected in groundwater samples from the other wells.

3.00 OIL AND HAZARDOUS MATERIAL USAGE

According to GEI's report, Sears currently has permits to store 35,000 gallons of No. 6 fuel oil in underground storage tanks, 500 gallons of flammable liquid in drums, and 275 gallons of fuel in an aboveground tank. Two underground 20,000-gallon No. 6 fuel oil tanks were installed in 1965 under the truck court south of Section F (Figure 2) and are in current use.

A list of Fire Department permits for the site is included as Table 1. This list includes all permit records made available to GZA and covers storage of oil and hazardous material below and above ground dating back to 1919. Fire Department records do not specify the locations of underground storage tanks (either those in current use or those no longer in use), and GZA did not find records of the removal of underground storage tanks from the site.

3.10 SITE RECONNAISSANCE

GZA project manager Katherine Fogarty and project geologist Amy Sheridan visited the site on September 7, 1989 in the company of Mr. Francis Rafferty, Sears Building Superintendent, to observe surficial conditions at the site for evidence of the presence of hazardous materials or oil. During GZA's site visit, portions of the building were inaccessible due to ongoing asbestos removal. Details of the site reconnaissance are in Appendix C. Oil and hazardous material storage observed by GZA personnel during the site visit are summarized below.

The basement of Section C contained a transformer room, carpentry shop, and air-conditioning equipment room. The six transformers in the transformer room have been tested for polychlorinated biphenyls (PCBs) by Three C Electrical Testing Company of Ashland, Mass. Five of the transformers are labeled "non-PCB"; a sixth is labeled "contains PCBs". A 55-gallon drum of Texaco transformer fluid labelled "non-PCB" was also stored in this room. GZA personnel did not observe leaks or staining on or near the transformers. According to Mr. Rafferty, Sears personnel inspect the transformer room weekly for leaks.

The carpentry shop in the basement of Section C contained approximately twenty 1-gallon cans of paint and floor sealer and several spray cans of solvents. The air-conditioning room contained about twenty containers of freon and several 1-gallon containers of refrigerant oil. GZA personnel did not observe stains or leaking containers in these areas. Basement ejector sump pits are located between Sections B and C.

On the first floor of the building, GZA personnel observed dark staining on the floor of the trash compactor room at the north end of the building (Section B). This room contained two 55-gallon drums of Sanochem (a water treatment chemical) and an empty 55-gallon drum for hydraulic fluid. The floor of Section F on the first floor had several small (less than 6-inch-diameter) stains apparently from oil dripping from overhead equipment.

The elevator room on the roof of the eighth floor contained approximately fifteen 1-gallon cans of electrical contact cleaner solvent. GZA personnel observed small stains in the vicinity of the elevator motors. A fan room also on the roof of the eighth floor contained two 5-gallon containers of Lubisul, an algicide for cooling water, and a 55-gallon drum of water treatment chemicals.

4.00 REGULATORY INFORMATION CONCERNING SITE AND VICINITY

In addition to reviewing GEI's report, GZA contacted certain state and local agencies in order to verify GEI's information and to assess whether hazardous materials may have been released into the environment at or near the site. The information made available to GZA during these visits, interviews and file reviews is summarized below.

4.10 CITY AGENCY FILE REVIEW

To obtain historical information concerning the use and storage of hazardous material or oil at or near the study site, GZA contacted the Boston Fire Department and Health Department and reviewed the information presented in GEI's report. Table 1 lists permits on file at the Fire Department for oil and hazardous material storage. These permits include numerous underground storage tanks. The Fire Department does not have specific information on the locations of underground storage tanks or whether they were removed. Mr. John Shea of the Boston Health Department reported no records pertaining to oil or hazardous materials at the site.

4.20 DEP FILE REVIEW

Files made available to GZA at the DEP Northeast Regional Office were reviewed on October 16, 1989.

GZA's review of the May 10, 1989 EPA list of hazardous waste generators, transporters or treatment/storage/disposal facilities registered under the Resource Conservation and Recovery Act (RCRA) identified twelve companies within one-quarter mile of the site which are RCRA generators. Of these, Nimrod Press at 170 Brookline Avenue is immediately adjacent to the site on the east (across Brookline Avenue); it is a small quantity generator (permit dated April 21, 1989). DEP's files did not contain information on the twelve companies, nor did those files indicate facilities for the storage, treatment or disposal of hazardous waste in the vicinity of the site.

The DEP Incident Response files contained records pertaining to a February 24, 1989 spill of 75 to 100 gallons of No. 6 fuel oil at the Sears site during a delivery of fuel oil (DEP correspondence pertaining to this incident is in Appendix D). The spill occurred when Hellen Transportation of North Uxbridge, Massachusetts, overfilled the storage tank as a result of an over order by Sears. According to a Hazardous Material Incident Report on file at DEP dated February 27, 1989, the spill (onto asphalt pavement surrounding the fuel tanks) was contained and cleaned up by Clean Harbors, Inc. DEP issued a Notice of Responsibility (NOR) to Hellen Transportation regarding this

incident on April 10, 1989. The NOR states that some of the oil entered adjacent catch basins.

A 1987 spill of 50 gallons of No. 6 fuel oil at the site was included in the Northeast Region Spills database. The database listed 24 spills within one-quarter mile of the Sears site, including the 1987 and 1989 No. 6 fuel oil spills on the site. Both spills were cleaned up by Clean Harbors, Inc. The Spills database also listed a 1983 spill of 1 gallon of transformer oil at Harvard Community Health, across Fullerton Street from the Sears site. Three C Electrical was the cleanup contractor. None of the other 21 spills were on or adjacent to the site.

The DEP Northeast Region Sites database listed nine sites within one-quarter mile of the Sears Building. None of these was adjacent to the Sears site.

The DEP October 16, 1989 "List of Confirmed Disposal Sites and Locations To Be Investigated" identified one confirmed site and five locations to be investigated within one-quarter mile of the Sears site. However, none of these locations was an adjacent property. Pertinent sections of the DEP list are attached in Appendix E.

The May 9, 1989 Comprehensive Environmental Response, Compensation and Liability Act Information System (CERCLIS) list of sites for possible investigation under the Federal Superfund program indicated no sites within a quarter mile of the Sears Building.

Additionally, the 1981 and 1986-1989 EPA lists of companies with National Pollutant Discharge Elimination System (NPDES) permits were reviewed. They showed no companies within one-quarter mile of the site with NPDES permits.

5.00 FIELD EXPLORATION, SAMPLING AND ANALYTICAL PROGRAM

GZA completed a field exploration program as part of the present evaluation to better assess the presence of oil or hazardous materials in soil and groundwater under the paved parking areas and truck courts at the site. This program consisted of the execution of 18 borings, the installation of eight monitoring wells, and the collection and analysis of soil and groundwater samples.

In general, exploration locations were selected to obtain soil and groundwater samples from representative areas of the site and to obtain information on subsurface conditions for a geotechnical study. Borings specifically located in potential source areas of oil or hazardous materials are borings B-10A and B and B-12 near the existing No. 6 fuel oil tanks and borings B-3 and B-8A, B, C, and D near the area of the former Sears service station. An Exploration Location Plan is attached as Figure 2.

5.10 SUBSURFACE EXPLORATIONS AND MONITORING WELL INSTALLATIONS

On September 5 through 19, fifteen shallow test borings and three deep borings (B-1, B-2, and B-5) were completed by GZA Drilling, Inc. and Enviro-Tech Drilling of Brockton, Massachusetts. Hollow stem auger techniques were employed without the use of drilling water to a depth of 30 feet. Deeper borings (B-1, B-2, and B-5) were completed by drive and wash drilling methods.

A monitoring well consisting of 10 to 20 feet of 1.5-inch-diameter PVC wellscreen attached to solid PVC riser pipe was installed in borings B-3, B-6, B-8C, B-9, B-10B, B-12, B-13, and B-14. All PVC attachments were completed without the use of solvents or glues to prevent contamination of groundwater samples. The wellscreen was set to span the water table encountered in the boring during drilling. A filter of clean silica sand was placed in the annular space around the wellscreen, and a bentonite clay seal was placed above this filter sand. Each well was completed with a curb box. Well installation details are presented on the boring logs in Appendix F. (Boring logs for previously installed observation wells GEI-1 through GEI-5 are contained in Appendix B.)

5.20 SOIL SAMPLING

Continuous split spoon soil samples were obtained by Standard Penetration Tests in the shallow borings, and at 5- to 15-foot intervals below approximately 26 feet in the deep borings. Soil samples were classified by a GZA engineer; boring logs developed by GZA are attached as Appendix F. In cases where field testing by photoionization detector (H-Nu) or visual and olfactory evidence suggested the presence of oil, a portion of each soil sample was collected in a clean glass jar, stored in an ice-packed cooler and transported to GZA's Environmental Chemistry Laboratory for chemical screening.

5.30 GROUNDWATER SAMPLING

On September 6 and October 6 and 13, 1989, GZA personnel sampled the monitoring wells at the study site. GZA measured the water level in each monitoring well at the time of sampling. (Measured depths to groundwater are indicated on the boring logs in Appendix F and are summarized in Table 5.) Water samples were

obtained using 5-foot stainless steel bailers with Teflon ballcheck valves. A separate laboratory-cleaned bailer was used for each well to avoid cross-contamination. Three times the initial standing volume of the groundwater in the well was evacuated to remove stagnant water, and the well was allowed to recharge. Water samples were collected in 40-ml vials with Teflon septa and in clean 8-ounce glass jars. The samples were kept cooled until their delivery to GZA's Environmental Chemistry Laboratory. Laboratory blanks and field blanks were used for quality assurance/quality control.

5.40 CHEMICAL SCREENING OF SOIL AND WATER SAMPLES

5.41 Soils

Soil samples collected from the site were screened in the field or at GZA's laboratory for total volatile organic vapors using an H-Nu Model PI-101 photoionization detector (PID) with a 10.2-electron-volt lamp. The PID measures relative levels of volatile organic vapors referenced to a benzene in air standard. Although the PID screening cannot be directly used to quantify concentrations or identify individual compounds, the results can serve as a relative indicator of the levels of volatile organic vapors in each sample. Field H-Nu results are on the boring logs in Appendix F.

Additional chemical screening by static headspace gas chromatograph (GC) techniques was performed by GZA using a Hewlett Packard (HP) Model 5890A GC on selected soil samples that appeared oily or that had elevated levels of total organic vapors (above 1 ppm) as measured by the H-Nu. The GC screening analysis permits the tentative identification and approximate quantification of individual volatile organic compounds (VOCs). A description of GZA's GC screening procedures of soil is included with the laboratory results in Appendix G.

Five soil samples that appeared oily were selected for analysis for pesticides and polychlorinated biphenyls (PCBs) by a modified EPA Method 8080.

GZA laboratory reports for soil samples are included as Appendix G and are summarized in Tables 2 and 3. Results are discussed in Section 6.20.

5.42 Groundwater

Groundwater samples were screened by GZA for volatile organic compounds (VOCs) using the HP Model 5890A gas chromatograph (GC) and static headspace technique. GZA analyzed duplicate samples for additional VOCs by EPA Method 624, in cases where GC screening indicated the presence of unidentified compounds.

Groundwater samples were also screened for pH and specific conductance. The pH is a measure of the acid or basic nature of water, and specific conductance is a measure of dissolved ions in water. An Orion Research Model 701A Digital Ionalyzer was used to measure pH, and an Extech Model 440 Digital Conductivity Meter was used to measure specific conductivity.

Groundwater results are summarized on Tables 4, 5, and 6 and discussed in section 6.30; laboratory reports and procedures are in Appendix H.

5.50 CONTRACT LABORATORY ANALYSES

5.51 Soil

Seven soil samples were selected on the basis of an oily smell or appearance and submitted to Energy & Environmental Engineering, Inc. (E³I) of Somerville, Massachusetts, for analysis for petroleum hydrocarbons (PHCs).

Five of these samples were screened for PHCs by infrared spectroscopy; this method measures relative levels of PHCs referenced to a No. 2 fuel oil standard, but does not identify the type of PHC present. Two samples were analyzed by a fingerprint method, which uses a gas chromatograph to identify the particular petroleum hydrocarbon. One sample was also analyzed for the Resource Conservation and Recovery Act (RCRA) characteristics of ignitability, corrosivity, and reactivity and for Extraction Procedure Toxicity metals. The analysis for RCRA characteristics was performed as a preliminary characterization of the soils to allow evaluation of disposal options. Results are in Appendix I and are summarized in Table 3. Sections 6.23 and 6.24 discuss PHC and RCRA characteristic results, respectively.

5.52 Groundwater

Groundwater samples from four observation wells were selected (on the basis of oil or gasoline in soil samples from the corresponding borings) for PHC analysis by a fingerprint method and for drinking water metals analysis. The analysis for drinking water metals was not performed in anticipation of meeting drinking water quality standards, but simply to further characterize groundwater quality at the site. Results are in Appendix H and are summarized in Tables 4, 5, and 6; the results are discussed in section 6.32 and 6.34.

6.00 FIELD EXPLORATION AND ANALYTICAL RESULTS

The field exploration program consisted of the completion of eighteen borings. The soil conditions described below are summarized from the boring logs attached as Appendices B (GEI) and F (GZA).

6.10 SUBSURFACE CONDITIONS AND GROUNDWATER FLOW

In general, soils at the site consist of 4 to 16 feet of miscellaneous fill over up to 15 feet of organic silt and peat. The organic silt and peat layer overlies 6 to 15 feet of sand and gravelly sand which in turn is underlain by up to 185 feet of silty clay with sandy layers. Bedrock consisting of weathered argillite was encountered at about 180 to 200 feet below the existing ground surface in the three deep borings.

6.20 RESULTS OF CHEMICAL ANALYSIS OF SOILS

Analytical results for soil samples are summarized in Tables 2 and 3 and discussed below.

6.21 Volatile Organic Compounds

H-Nu screening (Table 2) indicated elevated levels of volatile organic vapors (1 ppm or greater) in soil samples from borings B-1, B-6, B-8A, B-8C, B-8D, and B-10A. Most samples with elevated H-Nu readings and samples from borings B-3, B-4, B-7, and B-8D that exhibited an oily smell and/or appearance were submitted for GC screening. Most of the analytical results indicated the presence of trace to low levels of benzene, toluene, or xylenes and unidentified compounds.

GC screening detected VOC concentrations greater than 0.2 ppm only in sample S-5A from boring B-8A. This sample (from a depth of 8.5 to 10 feet; H-Nu reading of 194 ppm) contained a total of 8.2 ppm of the gasoline constituents methyl-t-butyl ether, benzene, toluene, ethylbenzene and xylenes as well as 48 other unidentified compounds. This sample was submitted for PHC fingerprint analysis (see Section 6.23).

6.22 PCBs and Pesticides

Soil samples from borings B-1, B-6, B-8A, B-10A, and B-13 were analyzed for PCBs and pesticides by modified EPA Method 8080 (Table 3). Testing did not detect PCBs or pesticides in these samples above the method detection limits (0.050 ppm for PCBs and 0.005 to 0.050 ppm for individual priority pollutant pesticides).

6.23 Petroleum Hydrocarbons

Soil samples from borings B-1, B-6, B-7, B-8A, B-10A, and B-13 were sent to E³I to be screened for total petroleum hydrocarbons by infrared spectroscopy (IR). Results (Table 3) from borings B-1, B-6, B-7, and B-13 were all less than the 20 ppm detection limit. The samples from borings B-8A and B-10 were submitted for PHC fingerprint analysis. Sample S-5A from boring B-8A (from a depth of 8.5 to 10 feet) was reported to have 4,900 ppm total PHCs, with a profile resembling that of gasoline. Sample S-6A from boring B-10A (from a depth of 10 to 12 feet) contained 9,100 ppm of total PHCs; its GC profile was similar to the spectrum of weathered lubricating oil.

6.24 RCRA Characteristics

One soil sample from boring B-10A (sample S-6A, from a depth of 10-12 feet) was sent to E³I to be analyzed for the RCRA characteristics of ignitability, corrosivity, reactivity, and Extraction Procedure (EP) Toxicity metals. These parameters are used to characterize soils as RCRA-defined hazardous waste. This sample (refer to notes on Table 3) did not exhibit the RCRA characteristics or exceed the maximum EP Toxicity contaminant concentrations. This indicates that the soils in boring B-10 containing residual oil are not a RCRA hazardous waste.

6.30 RESULTS OF CHEMICAL ANALYSIS OF GROUNDWATER

Analytical results of groundwater samples are presented in Tables 4, 5, and 6 and summarized below.

6.31 Volatile Organic Compounds

Groundwater samples collected by GZA personnel from the eight wells installed by GZA and the five GEI groundwater observation wells were submitted to GZA's laboratory for GC screening (Table 4). Volatile organic compounds (VOCs) were not detected in samples from wells B-8C, B-12, B-13, B-14, GEI-1, GEI-3, GEI-4, or GEI-5. The sample from well B-6 contained a trace level (less than 0.05 ppm) of vinyl chloride and two unidentified compounds. Unidentified compounds were also detected in samples from wells B-3, B-9, B-10B and GEI-2. Duplicates of these samples were submitted for further VOC testing by EPA Method 624.

Analysis by EPA Method 624 (Table 4) did not detect VOCs in groundwater samples from observation wells B-9, B-10B, or GEI-2. Method 624 analysis detected 0.005 ppm benzene in a groundwater sample from well B-3 and 0.020 ppm vinyl chloride and 0.023 ppm 1,2-dichloroethene in a groundwater sample from well B-6.

6.32 Petroleum Hydrocarbons

Groundwater samples from four wells installed by GZA (B-3, B-8C, B-10B, and B-14) were submitted to E³I to be analyzed for fingerprint analysis of petroleum hydrocarbons. The groundwater sample from well B-8C contained 0.3 ppm total PHCs; its GC profile was similar to that of a weathered lubricating oil. The sample from observation well B-10B contained 1.0 ppm total PHCs, with a GC profile similar to that of weathered No. 2 fuel oil. The groundwater samples from observation wells B-3 and B-14 did not contain PHCs above the 0.2 ppm detection limit.

6.33 pH and Conductivity

The range of pH measured in groundwater samples was 6.2 to 8.0 (Table 5), typical of groundwater in urban areas. Specific conductance levels ranged from 277 to 1,980 μ mhos/cm. It is not unusual for groundwater in urban areas to exhibit conductivities up to 1,000 μ mhos/cm. Conductivities above this level were measured in samples from wells B-6, B-9, B-12, B-13, GEI-1, GEI-2, and GEI-4. The distribution of elevated specific conductivities in groundwater across the site does not appear to follow a pattern.

6.34 Metals

Groundwater samples from three wells (B-3, B-8C, and B-10B) were submitted to E³I to be analyzed for Safe Drinking Water Act (SDWA) metals (Table 6). Please note that the site is not within or near any public or private drinking water supply area. Concentrations of metals in groundwater were referenced in SDWA concentrations for comparative reasons only. Concentrations of chromium and lead in samples from the three wells and arsenic in the sample from well B-10B are elevated in comparison to the SWDA Maximum Contaminant Levels (MCLs) for public water supplies. The mercury concentration in the three groundwater samples, as well as the cadmium concentration in the groundwater samples from wells B-3 and B-10B and the arsenic concentration in a sample from well B-3, slightly exceeded the MCL. Selenium and silver were not detected in observation wells B-3 and B-8C and were detected at low levels in observation well B-10B.

7.00 CONTAMINANT DISTRIBUTION

As described in the previous section, chemical analyses of soil and groundwater samples indicate low levels of petroleum hydrocarbons (PHCs) and volatile organic compounds (VOCs) in several areas of the site. Two areas of the site exhibited elevated levels of PHCs. These were at the B-8 borings, south of Section M (the site of the former Sears service station), and the

B-10 borings adjacent to the underground fuel oil storage tanks south of Section F (Figure 2).

7.10 CONTAMINANTS IN THE VICINITY OF BUILDING SECTION M

Boston Fire Department records include several permits for underground storage of gasoline and other petroleum products on the site. Many of these tanks were located at a service station that formerly occupied Section M of the building (Figure 2). GZA was unable to find information indicating precisely where underground tanks had been located or whether they had been removed.

The B-8 borings were performed approximately ten feet south to southwest of building Section M, in the Brookline Avenue truck court; a groundwater observation well was installed in boring B-8C. Gasoline was detected at depths of 4.5 to 10 feet in fill and peat in soils from borings B-8A and B-8D. PHC fingerprinting of sample S-5A from boring B-8A (from a depth of 8.5 to 10 feet) detected 4,900 ppm total PHCs, identified as gasoline. GC screening for VOCs indicated that this sample contained elevated levels of the gasoline constituents methyl-t-butyl ether, benzene, toluene, ethylbenzene and xylenes. Trace amounts of benzene and five unidentified compounds were detected in sample S-4A from boring B-8D (from a depth of 6.5 to 8.5 feet). A soil sample (from a depth of 12 to 14 feet) at boring B-3, northeast of Section M, contained a trace level of toluene and one unidentified VOC, according to GC screening results. GEI had previously screened soils from their nearby boring GEI-5 (approximately 25 feet northwest of Section M) and detected up to 600 ppm PHCs in the upper 6.5 feet of soil.

Gasoline constituents were not detected in the groundwater sample from the observation well in boring B-8C, although fingerprint analysis of the groundwater sample did detect 0.3 ppm PHCs, identified as weathered lubricating oil. GC screening of a groundwater sample from well B-3 detected seven unidentified compounds; analysis of a replicate sample detected 0.005 ppm benzene. Petroleum hydrocarbons were not detected by fingerprint method analysis of a sample from this well. Groundwater samples from wells B-3 and B-8C also contained concentrations of chromium and lead elevated above the drinking water standards. Vinyl chloride (0.010 ppm) and 1,1-dichloroethene (0.009 ppm) were detected by GEI in a groundwater sample from boring GEI-5.

7.20 CONTAMINANTS IN THE VICINITY OF EXISTING UNDERGROUND FUEL TANKS

GZA performed four borings (B-10A and B, B-12, and B-13) northwest and east of two 20,000-gallon underground storage tanks in current use. Two GEI observation wells (GEI-2 and GEI-3) and two additional GZA borings (B-2 and B-11) are located further south (Figure 2).

Petroleum hydrocarbons were detected only in soil from boring B-10A. Sample S-6A (from a depth of 10 to 12 feet in B-10A) contained 9,100 ppm PHCs, identified as weathered lubricating oil by E³I, and GC screening detected 45 unidentified VOCs in sample S-8A. GEI reported 0.013 ppm and 0.014 ppm of 1,1-dichloroethene in soils from their borings GEI-2 (from a depth of 15 to 17 feet) and GEI-3 (from a depth of 11.5 to 13.5 feet), respectively. Infrared analysis of shallower soil samples from the GEI borings detected 200 ppm total PHCs in GEI-2 (from a depth of 5 to 7 feet) and 95 ppm total PHCs in GEI-3 (from a depth of 4.5 to 6.5 feet).

Analysis of groundwater samples from the five observation wells in this area showed PHCs only in the sample from the B-10 well. GC screening and Method 624 analysis did not detect volatile organic compounds in this sample, but PHC fingerprinting indicated the presence of 1.0 ppm PHCs, which E³I identified as weathered No. 2 fuel oil. Arsenic, chromium, and lead were detected at concentrations elevated above drinking water standards in a groundwater sample from well B-10B. GEI did not detect PHCs in samples from GEI-2 or GEI-3 at the time those wells were installed.

7.30 CONTAMINANTS IN OTHER AREAS OF THE SITE

In addition to the areas around B-8C and B-10B, low levels of VOCs (benzene, toluene, xylene, 1,1-dichloroethene, 1,1-dichloroethane and vinyl chloride) and PHCs were detected in several other areas of the site. Soils from borings B-1 and B-14 indicated trace levels of toluene and xylenes at depths ranging from 14 to 20 feet. GEI detected 120 ppm total PHCs in a soil sample from GEI-1 (from a depth of 9.5 to 11.5 feet) and 47 ppm PHCs in a sample from GEI-4 (from a depth of 4.5 to 6.5 feet). The groundwater sample from well B-6 also contained low levels of VOCs: 0.020 ppm vinyl chloride and 0.023 ppm 1,2-dichloroethene.

8.00 RISK OF HARM TO HUMAN OR ENVIRONMENTAL RECEPTORS

8.10 POTENTIAL MIGRATION PATHWAYS

The main potential pathway by which contaminants at the site could migrate is through the groundwater. The sampling and analysis program described in this report detected low levels of VOCs and PHCs and elevated levels of arsenic, chromium, and lead in groundwater (Table 4). Components of petroleum products as well as dissolved metals may migrate off site with groundwater flow.

Another potential pathway for migration of contaminants is through the air. Currently, this potential for migration is very small because most of the site is paved or covered by buildings. However, if contaminated soil at the site is disturbed, as it would be during construction, vapor or fugitive dust generation may result in soil contaminants becoming airborne. Gasoline constituents in soil and groundwater from the area of the B-8 borings may volatilize (i.e., become vapors) if uncovered during construction on site. Special soil handling methods, such as covering stockpiles, could reduce the potential for airborne migration.

Although the contamination identified to date on the site occurs below the surface, surface water runoff over soils excavated during future planned site construction could create a potential exposure pathway. Again, care taken during excavation could minimize this potential migration pathway.

The human food chain is not expected to be a potential exposure pathway at this site, since this is an area which has had intense industrial and commercial development for approximately 70 years. There is no cultivation or harvesting of plant or animal products for human consumption at or near the site.

3.20 POTENTIAL EXPOSURE POINTS

Exposure points to groundwater from the site will occur where groundwater is discharged to the surface or to drinking water supply wells. Due to the urban location of the site and the presence of many underground utilities, the areas of groundwater discharge from this site are unknown. There are no public or private water supply wells in the vicinity of the site. The existing surface water bodies nearest to the site are the Muddy River, where it runs through the Boston Fens less than 500 feet east of the site, and the Charles River about one-half mile to the north. GZA's groundwater level data indicate that groundwater flows to the north from the site. The Muddy River is contained by a buried conduit southeast and southwest of the site (Figure 3) and is presumably not open to groundwater flow. However, a groundwater sump in the Sears building discharges into a drain running to the Muddy River conduit.

Exposure points could exist in the vicinity of the site from gasoline constituents in the groundwater becoming vapors with subsequent movement of the vapors up through the soil. This exposure path is likely to be insignificant if the soils remain undisturbed since most of the site is paved or occupied by buildings. However, exposure points to PHCs and gasoline constituents in the soil could occur during excavation at the site. Exposure points to airborne contaminants from excavation of contaminated soils would be on the construction site itself and those public areas and businesses closest to the site.

8.30 POTENTIAL HUMAN RECEPTORS

Contaminants that may become airborne during excavation or transport of contaminated soils have the greatest potential for affecting human receptors, primarily on-site construction workers but also possibly including urban pedestrians and persons who work near the site. Their major exposure route would be through inhalation, although there is also a potential for exposure through direct contact with contaminated soil and through accidental ingestion. Public contact with excavated materials will be minimized by restricting access to construction workers. Site monitoring during construction as well as special handling of contaminated soils would reduce the other potential impacts.

8.40 POTENTIAL ENVIRONMENTAL RECEPTORS

There are few environmental receptors in the vicinity of the site. The site is not in a coastal zone and is not part of an ocean sanctuary; it is not listed as an Area of Critical Environmental Concern by the Massachusetts Office of Coastal Zone Management. Neither is it listed by EPA as a priority wetland nor listed by the Massachusetts Division of Fisheries and Wildlife as a habitat of rare wetlands wildlife. The nearby Muddy River and Back Bay Fens are listed by the U.S. Fish and Wildlife Service National Wetlands Inventory as riverine and palustrine perennial open water.

According to the Flood Insurance Rate Map for the City of Boston, Panel Numbers 250286-0009 and 0010, the western portion of the site is within the 100-year floodplain of the Muddy River. This map, produced by the Federal Emergency Management Agency, shows the eastern portion of the site to be in an area of minimal flooding.

As depicted on the DEP Water Supply Protection Atlas, there are no public or private water supply wells or Zone II's in the vicinity of the site. This was confirmed by the Boston Health Department.

9.00 SUMMARY AND CONCLUSIONS

A Phase I Limited Site Investigation was conducted in accordance with the Massachusetts Contingency Plan at the Sears, Roebuck and Company site in Boston, Massachusetts. The study included a review of a previous study performed by GEI, a site reconnaissance, a review of available local and DEP records, a field exploration program, and chemical screening and analysis of selected groundwater and soil samples from the site. Our major observations and conclusions are as follows:

- A review of site history indicates that oil and hazardous materials have been stored at the site as early as 1919. Fuel oil has been stored at its current location in underground storage tanks since 1965; these tanks have reportedly not been tested. From 1928 to 1965, fuel oil was stored in underground tanks near the present Section F; the tanks were removed in 1965. Gasoline, kerosene, and lubricating oil were stored underground at Section M which was once used by Sears as a service station. GZA was unable to find record of underground storage tank removal in this area.
- DEP files contain record of numerous spills of oil and hazardous materials within a quarter mile of the Sears site. Two spills of No. 6 fuel oil occurred at the site; a spill of 50 gallons in 1987 and approximately 100 gallons in February 1989. The transporter, Hellen Transportation of North Uxbridge, Massachusetts, was issued a Notice of Responsibility for the 1989 spill.
- Chemical screening of selected soil and groundwater samples indicated elevated levels of gasoline in soil at boring B-8A near Section M and elevated levels of oil in soil at boring B-10A near the underground No. 6 fuel oil tanks. Low levels of VOCs and PHCs were detected in soil and groundwater at several other locations on site.

On the basis of the observations made and information reviewed during the course of this Limited Site Investigation as described above, it is GZA's opinion that hazardous material and oil, in the form of volatile organic compounds and petroleum hydrocarbons, are present in soil and groundwater at the site. However, as none of the criteria for a priority disposal site are met, it is GZA's opinion that the site should be classified as a non-priority site. Finally, the remedial response actions warranted for this site are neither unique nor complex, because most of the contamination on site is associated with gasoline and oil in fill materials. Therefore, in GZA's opinion, this site is appropriate for a waiver of approvals for the subsequent remedial response actions to be conducted as part of the planned site development.

10.00 LIMITATIONS

GZA's Limited Site Investigation was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same geographical area, and GZA observed that degree of care and skill generally exercised by other consultants under similar circumstances and

conditions. GZA's findings and conclusions must be considered not as scientific certainties, but rather as our professional opinion concerning the significance of the limited data gathered during the course of the Limited Site Investigation. No other warranty, express or implied, is made. Specifically, GZA does not and cannot represent that the site contains no hazardous material, oil, or other latent condition beyond that observed by GZA during its site evaluation. This report is also subject to the specific limitations contained in Appendix A.

This study and Report have been prepared on behalf of and for the exclusive use of Olmsted Plaza Associates, Inc., solely for use in an environmental evaluation of the site. This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party in whole or in part, without the prior written consent of GZA. However, GZA acknowledges and agrees that the Report may be conveyed to the Seller and Lender associated with the proximate purchase of the site by our Client and to the Massachusetts Department of Environmental Protection.

APPENDIX H

OWNERS OF LAND WHICH ABUTS LAND
ABUTTING THE PROJECT AREA WITHIN
300 FEET OF THE PROJECT AREA

I. For the PDA Site

122-130 Brookline Avenue
Ward 05, Parcel 4327
Ward 05, Parcel 4328
Owner: Eliot Conviser, Tr.
122 Brookline Avenue
Boston, MA 02115

1358-1380 Boylston Street
Ward 21, Parcel 47
Owner: Star Prop. of Cambridge, Inc.
c/o Star Market Company
625 Mt. Auburn
Cambridge, MA 02138

(11) Munson Street
Ward 21, Parcel 171
Owner: Children's Medical Center Corp.
c/o Colleen O'Loughlin
350 Longwood Avenue
Boston, MA 02215

Munson Street (to end)
Ward 21, Parcel 171-1
Owner: Mass. Bay Transportation Authority
Legal Department
10 Park Plaza
Boston, MA 02116

7 Miner Street
Ward 21, Parcel 161
Owner: Solomon Boucai
1428 Commonwealth Avenue
West Newton, MA 02165

Miner Street (S)
Ward 21, Parcel 162
Owner: Sheldon Arnold, et al.
316 South Main
Sharon, MA 02067

Miner Street (W)
Ward 21, Parcel 163
Owner: Sheldon Arnold, et al.
316 South Main
Sharon, MA 02067

Miner Street (W)
Ward 21, Parcel 164
Owner: Sheldon Arnold, et al.
316 South Main
Sharon, MA 02067

Miner Street
Ward 21, Parcel 165
Owner: Sheldon Arnold, et al.
316 South Main
Sharon, MA 02067

14 Aberdeen Street
Ward 21, Parcel 150
Owner: Mark L. Favermann
14 Aberdeen Street
Boston, MA 02115

23 Aberdeen Street
Ward 21, Parcel 146
Owner: Teung Chin Bark
23 Aberdeen Street
Boston, MA 02115

15 Aberdeen Street
Unit 15-AB
Ward 21, Parcel 15-AB
Owner: Richard H. Rafle, et al.
11 Aberdeen Street, #15-AB
Boston, MA 02115

15 Aberdeen Street
Unit 15-C
Ward 21, Parcel 139-60
Owner: Institutional Properties, Inc.
c/o First Realty & Mgt., Co.
26 Maple Avenue Rear
Cambridge, MA 02139

15 Aberdeen Street
Unit 15-1
Ward 21, Parcel 139-62
Owner: Anatoly M. Fish, et al.
c/o Sophia Schwartz
1834 Beacon, #5
Brookline, MA 02146

15 Aberdeen Street
Unit 15-2
Ward 21, Parcel 139-64
Owner: Ali Khalifeh
15 Aberdeen Street, #15-2
Boston, MA 02115

15 Aberdeen Street
Unit 15-3
Ward 21, Parcel 139-66
Owner: Gary L. Moss
15 Aberdeen Street, #15-3
Boston, MA 02115

15 Aberdeen Street
Unit 15-4
Ward 21, Parcel 139-68
Owner: Jordan Appel
15 Aberdeen Street
Boston, MA 02115

15 Aberdeen Street
Unit 15-5
Ward 21, Parcel 139-70
Owner: Gregory Bodrie, et al.
P.O. Box 532
Sagamore, MA 02531

15 Aberdeen Street
Unit 15-6
Ward 21, Parcel 139-72
Owner: Pavai Rabinsky, Tr.
15 Aberdeen Street, #15-6
Boston, MA 02115

17 Aberdeen Street
Unit 17-A
Ward 21, Parcel 139-74
Owner: Harvey P. Wilk
17 Aberdeen Street, #17-A
Boston, MA 02115

17 Aberdeen Street
Unit 17-B
Ward 21, Parcel 139-76
Owner: Barry S. Tutein
13 Walnut Street
Belmont, MA 02178

17 Aberdeen Street
Unit 17-C
Ward 21, Parcel 139-78
Owner: Gregory E. Lee
17 Aberdeen Street, #17C
Boston, MA 02115

17 Aberdeen Street
Unit 17-D
Ward 21, Parcel 139-80
Owner: Sonia Robbins, et al.
c/o David Schwartz
33 Pond Avenue, Apt. 315
Brookline, MA 02146

17 Aberdeen Street
Unit 17-1
Ward 21, Parcel 139-82
Owner: Victor C. Nwangwu
17 Aberdeen Street, #17-1
Boston, MA 02115

17 Aberdeen Street
Unit 17-2
Ward 21, Parcel 139-84
Owner: Pavel Rabinsky, Tr.
17 Aberdeen St. #17-2
Boston, MA 02115

17 Aberdeen Street
Unit 17-3
Ward 21, Parcel 139-86
Owner: Anatoly Fish
70 Park St., #36
Brookline, MA 02146

17 Aberdeen Street
Unit 17-4
Ward 21, Parcel 139-88
Owner: Lee Goldman
136 Gibbs Street
Newton, MA 02159

17 Aberdeen Street
Unit 17-5
Ward 21, Parcel 139-90
Owner: Gary Moss
17 Aberdeen St., #17-5
Boston, MA 02115

17 Aberdeen Street
Unit 17-6
Ward 21, Parcel 139-92
Owner: Yoska Neman, et al.
P.O. Box 1222
Allston, MA 02134

19 Aberdeen Street
Unit 19-1
Ward 21, Parcel 139-94
Owner: Stuart B. Rothman
19 Aberdeen Street, #19-1
Boston, MA 02115

19 Aberdeen Street
Unit 19-2
Ward 21, Parcel 139-96
Owner: Ari E. Goodwin
19 Aberdeen Street, #19-2
Boston, MA 02115

19 Aberdeen Street
Unit 19-3
Ward 21, Parcel 139-98
Owner: Raju Pathak
19 Aberdeen Street, #19-3
Boston, MA 02115

19 Aberdeen Street
Unit 19-4
Ward 21, Parcel 139-100
Owner: Natalie Rabinsky
19 Aberdeen Street, #19-4
Boston, MA 02115

19 Aberdeen Street
Unit 19-5
Ward 21, Parcel 139-102
Owner: Raju Pathak
c/o Fireman's Fund
27555 Farmington Road
Farmington Hills, MI 48018

19 Aberdeen Street
Unit 19-6
Ward 21, Parcel 139-104
Owner: Ari Goodwin
19 Aberdeen Street, #6
Boston, MA 02115

21 Aberdeen Street
Unit 21-A
Ward 21, Parcel 139-106
Owner: Anatoly M. Fish, et al.
70 Park Street, #36
Brookline, MA 02146

21 Aberdeen Street
Unit 21-B
Ward 21, Parcel 139-108
Owner: Nancy C. Croll
21 Aberdeen Street, #21B
Boston, MA 02115

21 Aberdeen Street
Unit 21-C
Ward 21, Parcel 139-110
Owner: Nancy C. Croll
21 Aberdeen Street, #21C
Boston, MA 02115

21 Aberdeen Street
Unit 21-D
Ward 21, Parcel 139-112
Owner: Jack E. Richman
21 Aberdeen Street, #21D
Boston, MA 02115

21 Aberdeen Street
Unit 21-E
Ward 21, Parcel 139-114
Owner: Mark M. Chan. et al.
21 Aberdeen Street, 21E
Boston, MA 02115

21 Aberdeen Street
Unit 21-1
Ward 21, Parcel 139-116
Owner: Yuen W. Shing
21 Aberdeen Street, #21-1
Boston, MA 02115

21 Aberdeen Street
Unit 21-2
Ward 21, Parcel 139-118
Owner: Tibor Vais, et al.
21 Aberdeen Street, #21-2
Boston, MA 02115

21 Aberdeen Street
Unit 21-3
Ward 21, Parcel 139-120
Owner: James E. Potvin, Tr.
558 Columbus Avenue, #4F
Boston, MA 02118

21 Aberdeen Street
Unit 21-4
Ward 21, Parcel 139-122
Owner: Anthony G. Eonas, et al.
39 Torrey Street
Brockton, MA 02401

21 Aberdeen Street
Unit 21-5
Ward 21, Parcel 139-124
Owner: Douglas Sharon
21 Aberdeen Street, #21-5
Boston, MA 02115

21 Aberdeen Street
Unit 21-6
Ward 21, Parcel 139-126
Owner: Barbara C. Ellman
P.O. Box 437
Boston, MA 02258

451 Park Drive
Ward 21, Parcel 125
Owner: Four 51 Park Drive
Condo Tr.
451 Park Drive
Boston, MA 02215

451 Park Drive
Unit 1-A
Ward 21, Parcel 125-2
Owner: Ruthann Bromley
65 East India Row
Boston, MA 02210

451 Park Drive
Unit 1-B
Ward 21, Parcel 125-4
Owner: Alexander Pastein
499 Huntington Avenue
Boston, MA 02115

451 Park Drive
Unit 2-A
Ward 21, Parcel 125-6
Owner: Maria Moreira Collas
451 Park Drive, #2A
Boston, MA 02215

451 Park Drive
Unit 2-B
Ward 21, Parcel 125-8
Owner: Kasia Bulkley
451 Park Drive, #2B
Boston, MA 02215

451 Park Drive
Unit 2-C
Ward 21, Parcel 125-10
Owner: Chang O. Yu, et al.
451 Park Drive, #2C
Boston, MA 02215

451 Park Drive
Unit 2-D
Ward 21, Parcel 125-12
Owner: Rachael Morgenstern, et al.
171 Clinton Road
Brookline, MA 02146

451 Park Drive
Unit 3-A
Ward 21, Parcel 125-14
Owner: Arthur J. Malkin
451 Park Drive, #3A
Boston, MA 02215

451 Park Drive
Unit 3-B
Ward 21, Parcel 125-16
Owner: Arthur J. Malkin
451 Park Drive, #3B
Boston, MA 02215

451 Park Drive
Unit 3-C
Ward 21, Parcel 125-18
Owner: Kristine Brackett
451 Park Drive, #3C
Boston, MA 02215

451 Park Drive
Unit 3-D
Ward 21, Parcel 125-20
Owner: Melissa Keisler
451 Park Drive, #3D
Boston, MA 02215

451 Park Drive
Unit 4-A
Ward 21, Parcel 125-22
Owner: Sumner Abramson, et al.
10 Rows Wharf, #1001
Boston, MA 02110

451 Park Drive
Unit 4-B
Ward 21, Parcel 125-24
Owner: Frances Charnos
451 Park Drive, #4B
Boston, MA 02215

451 Park Drive
Unit 4-C
Ward 21, Parcel 125-26
Owner: Stephen Wahaclewski
451 Park Drive, #4C
Boston, MA 02215

451 Park Drive
Unit 4-D
Ward 21, Parcel 125-28
Owner: Aristes V. Galian
451 Park Drive, #4D
Boston, MA 02215

451 Park Drive
Unit 5-A
Ward 21, Parcel 125-30
Owner: Bradley J. Maroni
2499 Peachtree N.E. #705
Atlanta, GA 30305

451 Park Drive
Unit 5-B
Ward 21, Parcel 125-32
Owner: Lisa A. Watts
451 Park Drive, #5B
Boston, MA 02215

451 Park Drive
Unit 5-C
Ward 21, Parcel 125-34
Owner: Boris Yamnitsky, et al.
451 Park Drive, #5C
Boston, MA 02215

451 Park Drive
Unit 5-D
Ward 21, Parcel 125-36
Owner: Teri Cing-Mass
451 Park Drive, #5D
Boston, MA 02215

456 Park Drive
Ward 21, Parcel 86
Owner: Lorraine P. Digregorio
456 Park Drive
Boston, MA 02215

8 Medfield Street
Ward 21, Parcel 122
Owner: Four 52 Park Drive
452 Park Drive
Boston, MA 02215

II. For the Van Ness Site

110-114 Brookline Avenue
Ward 05, Parcel 4330
Owner: Arthur D'Angelo
19 Yawkey Way
Boston, MA 02115

1271 Boylston Street
Ward 05, Parcel 4208
Owner: Michael Puro, Tr.
1271 Boylston Street
Boston, MA 02115

1282-1284 Boylston Street
Ward 05, Parcel 4225
Owner: McDonald's Corp.
1282 Boylston Street
Boston, MA 02115

1304-1310 Boylston Street
Ward 05, Parcel 4310
Owner: Frank J. Russo, Tr.
1310 Boylston Street
Boston, MA 02115

1312 Boylston Street
Ward 05, Parcel 4316
Owner: Frank J. Russo, Tr.
1310 Boylston Street
Boston, MA 02115

1320-1330 Boylston Street
Ward 05, Parcel 4314
Owner: Alvan W. Ramler, et al
98 Clifton Road
Newton Ctr, MA 02159

1341-1355 Boylston Street
Ward 05, Parcel 4322
Owner: Goodyear Tire & Rubber
1341 Boylston Street
Boston, MA 02115

1369 Boylston Street
Ward 21, Parcel 51
Owner: Nimrod Press, Inc.
1369 Boylston Street
Boston, MA 02115